

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of June 14, 2000

by and between

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,
d/b/a
BELL ATLANTIC – RHODE ISLAND**

and

LIGHTSHIP TELECOM, LLC

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement (this “Agreement”), under Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”), is effective as of the 14th day of June, 2000 (the “Effective Date”), by and between New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Rhode Island (“BA”), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Lightship Telecom, LLC (“Lightship”), a Delaware corporation with offices at 70 West Oakland Avenue Suite 306, Doylestown, PA 18901 (each individually, a “Party” and, collectively, the “Parties”).

WHEREAS, Lightship has requested, pursuant to Section 252(i) of the Act, that BA make available to Lightship interconnection, services and unbundled network elements upon the same terms and conditions as provided in the Interconnection Agreement (and any amendments thereto that have been approved under applicable law) between Metromedia Fiber Network Services, Inc. and BA, dated as of April 30, 1999, for Rhode Island, approved by the Rhode Island Public Utilities Commission (the “Commission”) under Section 252 of the Act, copies of which agreement and any subsequent amendments thereto that have been approved under applicable law being attached hereto as Appendix 1 (the “Separate Agreement”); and

WHEREAS, BA has undertaken to make such terms and conditions available to Lightship hereby only because of, and to the extent required by, Section 252(i) of the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lightship and BA hereby agree as follows:

1.0 Incorporation of Separate Agreement and Appendix 2 by Reference

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement, as it is in effect on the date hereof after giving effect to operation of law, and Appendix 2 attached hereto, are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in the Separate Agreement to Metromedia Fiber Network Services, Inc. or to Metromedia or to MFN shall for purposes of this Agreement be deemed to refer to Lightship.

1.3 References in the Separate Agreement to the “Effective Date”, the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of the Separate Agreement, this Agreement shall continue in effect until the later of the date (a) of the

expiration of the initial term of the Separate Agreement (which, for the avoidance of any doubt, is April 20, 2001) or (b) the Separate Agreement is otherwise terminated or expires.

1.4 All references in the Separate Agreement to “800/888” shall be deleted in their entirety and replaced with the following: “800/888/877”.

1.5 All usage data to be provided pursuant to Sections 6.3.8 and 6.3.9 of the Separate Agreement shall be sent to the following address on behalf of Lightship:

Lightship Telecom, LLC
Kevin O’Hare
1301 Virginia Drive, Suite 120
Fort Washington, PA 19034

1.6 All certificates or other proof of insurance to be sent to BA under Section 21.3 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services
Bell Atlantic – Telecom Industry Services
Room 1423
1095 Avenue of the Americas
New York, New York 10036

1.7 All notices, affidavits, exemption-certificates or other communications to Lightship under Section 28.6.7 of the Separate Agreement shall be sent to the following address:

Lightship Telecom, LLC
Kevin O’Hare
70 west Oakland Avenue suite 306
Doylestown, PA 18901

1.8 All notices, affidavits, exemption-certificates or other communications to BA under Section 28.6.7 of the Separate Agreement shall be sent to the following address:

Tax Administration
Bell Atlantic Corporation
1095 Avenue of the Americas
Room 3109
New York, New York 10036
Telephone: (212) 395-1280
Facsimile: (212) 597-2915

1.9 Notices to Lightship under Section 28.10 of the Separate Agreement shall be sent to the following address:

Lightship Telecom, LLC Kevin O'Hare
70 west Oakland Avenue suite 306
Doylestown, PA 18901
Telephone: (215) 489-9233
Facsimile: (215) 489-9234

1.10 Notices to BA under Section 28.10 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services
Bell Atlantic Wholesale Markets
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381

with a copy to:
Bell Atlantic Network Services, Inc.
Attn: Jack H. White, Jr.,
Associate General Counsel
1320 N. Court House Road, 8th Floor
Arlington, Virginia 22201
Telephone: (703) 974-1368
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic – Rhode Island
Attn: Regulatory Counsel
14th Floor
185 Franklin Street
Boston, MA 02110

1.11 Schedule 4.1 set forth at Appendix 2 hereto shall replace and supersede in its entirety Schedule 4.1 of the Separate Agreement.

2.0 Clarifications

2.1 BA has advised Lightship that BA disputes the applicability of the Separate Agreement's Reciprocal Compensation arrangements to traffic that is transmitted to or returned from the Internet at any point during the duration of its transmission ("Internet Traffic") (herein the "Disputed Issue"). Lightship believes that the Separate Agreement's Reciprocal Compensation arrangements apply to Internet Traffic but acknowledges that the Parties disagree as to the meaning of the Separate Agreement with respect to the Disputed Issue, and that BA's execution and delivery of this Agreement does not constitute a voluntary adoption or

reaffirmation of the Separate Agreement, an admission that any provision of the Separate Agreement (or Lightship's interpretation thereof) is lawful or reasonable, or a release or waiver of BA's claims and defenses pertaining to the Disputed Issue. The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement or the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek enforcement or review in any way of any portion of this Agreement or the Separate Agreement in connection with the Disputed Issue or Lightship's election under 47 USC § 252(i).

2.2 The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to telecommunications carriers otherwise required to be furnished or provided to Lightship hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to Lightship.

2.3 Notwithstanding any other provisions of this Agreement, BA shall have no obligation to perform under this Agreement until such time as Lightship has obtained a Certificate of Public Convenience and Necessity ("CPCN") or such other Commission authorization as may be required by law as a condition for conducting business in the State of Rhode Island as a local exchange carrier.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first set forth above.

LIGHTSHIP TELECOM, LLC

BELL ATLANTIC – RHODE ISLAND

By:_____

By:_____

Printed:_____

Printed: Jeffrey A. Masoner

Title:_____

Title: Vice-President - Interconnection Services
Policy & Planning

SCHEDULE 4.1 Network Interconnection Schedule

Rhode Island RESIDENTIAL SERVICES

BA-IP	Lightship-IP	Lightship Intended Implementation Date
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BA-IP(s) shall be either the BA Tandem or the BA End Office.

Rhode Island BUSINESS SERVICES

BA-IP	Lightship-IP	Lightship Intended Implementation Date
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BA-IP(s) shall be either the BA Tandem or the BA End Office.

INTERCONNECTION AGREEMENT

Dated as of April 30, 1999

by and between

BELL ATLANTIC – RHODE ISLAND

and

METROMEDIA FIBER NETWORKS, INC.

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (“Agreement”) is effective as of the 30th day of April, 1999 (the “Effective Date”), by and between New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Rhode Island (“BA”), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Metromedia Fiber Network Services, Inc. (“MFN”), a Delaware corporation with offices at One North Lexington Avenue, White Plains, New York 10601.

WHEREAS BA and MFN (each a “Party” and collectively the “Parties”) want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services, Switched Exchange Access Services, and other Telecommunications Services (all as defined below) to their respective customers;

WHEREAS Sections 251, 252, and 271 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”) have specific requirements for interconnection, unbundled Network Elements, and resale service, and the Parties intend that this Agreement meet these requirements, including the requirements in Section 271 commonly referred to as the “Checklist”; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFN and BA hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined herein shall have the meanings set forth in the Act.

1.1 “Act” means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996), and interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.2 “ADSL” or “Asymmetrical Digital Subscriber Line” means a transmission technology on twisted pair copper loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 kbps from the Customer, as specified in ANSI standards T1.413-1995-007R2 and Bell Atlantic Technical Reference TR-72575.

1.3 “Agreement” means this Interconnection Agreement, including all Exhibits Schedules, addenda and attachments referenced herein and/or appended hereto.

1.4 “Agreement for Switched Access Meet Point Billing” means the Agreement for Switched Access Meet Point Billing between the Parties to this Agreement.

1.5 “Ancillary Traffic” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLI/BLVI Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB and information services requiring special billing as described in Section 7.1.

1.6 “ANI” or “Automatic Number Identification” means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.7 “Applicable Law” means all laws, regulations, and orders applicable to each Party’s performance of its obligations hereunder.

1.8 “BFR” or “Bona Fide Request” means the process described in Exhibit B that prescribes the terms and conditions relating to a Party’s request that the other Party provide an unbundled Network Element that it is not otherwise required to provide under the terms of this Agreement.

1.9 “Busy Line Verification” or “BLV” means an operator request for a status check on the line of a called party. The request is made by one Party’s operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.10 “Busy Line Verification and Interrupt” or “BLVI” means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.11 “CCS” or “Common Channel Signaling” means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. “SS7” means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (“CCITT”) and the American National Standards Institute (“ANSI”). BA and MFN currently utilize this out-of-band signaling protocol. “CCSAC” or “CCSAS” means the Common Channel Signaling access connection or access service, respectively, which connects one Party’s signaling point of Interconnection (“SPOI”) to the other Party’s Signaling Transfer Point for the exchange of SS7 messages.

1.12 “Central Office” means a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXX”). Sometimes this term is used to refer to a telephone company building in which switching system and telephone equipment are installed.

1.13 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.14 “CLASS Features” means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; and, future CCS-based offerings.

1.15 “Collocation” means an arrangement in which the equipment of one Party (the “Collocating Party”) is installed and maintained at the premises of the second Party (the “Housing Party”) for the purpose of Interconnection with or access to the unbundled Network Elements of the Housing Party.

1.16 “Commission” means the Rhode Island Public Utilities Commission.

1.17 “CLEC” or “Competitive Local Exchange Carrier” means any Local Exchange Carrier other than BA that is operating as such in BA’s certificated territory in Rhode Island. MFN is or will shortly become a CLEC.

1.18 “CPN” or “Calling Party Number” is a Common Channel Signaling (“CCS”) parameter which identifies the calling party’s telephone number.

1.19 “Cross Connection” means a jumper cable or similar connection, provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution

Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party (see definition of "Collocation").

1.20 "Customer" means a third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

1.21 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.22 "Digital Signal Level 0" or "DS0" means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

1.23 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.24 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy.

1.25 "End Office Switch" or "End Office" is a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

1.26 "Entrance Facility" means the facility between a Party's designated premises and the Central Office serving that designated premises.

1.27 "Exchange Message Interface" or "EMI" means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

1.28 "FCC" means the Federal Communications Commission.

1.29 "FCC Regulations" means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

1.30 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1 – level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary/1 Octel ("3BO").

1.31 "Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within Rhode Island, is an Incumbent Local Exchange Carrier.

1.32 “Information Services Traffic” means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party’s information services platform (e.g., 976).

1.33 “Inside Wire” or “Inside Wiring” means all wire, cable, terminals, hardware, and other equipment or materials on the Customer’s side of the Rate Demarcation Point.

1.34 “Integrated Digital Loop Carrier” or “IDLC” means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) loop transmission paths combined into a 1.544 Mbps digital signal.

1.35 “Integrated Services Digital Network” or “ISDN” means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (“BRI-ISDN”) provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (“PRI-ISDN”) provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

1.36 “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.37 “Interim Number Portability” or “INP” means the use of existing and available call routing, forwarding, and addressing capabilities (e.g., remote call forwarding) to enable a Customer to receive Telephone Exchange Service provided by any Local Exchange Carrier operating within the exchange area with which the Customer’s telephone number(s) is associated, without having to change the telephone number presently assigned to the Customer and regardless of whether the Customer’s chosen Local Exchange Carrier is the carrier that originally assigned the number to the Customer.

1.38 “Internet Traffic” means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.39 “IP” or “Interconnection Point” means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

1.40 “Line Side” means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for BRI-ISDN service.

1.41 “Local Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that other Party’s network within a given local calling area or expanded area service (“EAS”) area, as defined in BA’s effective Customer tariffs. Local Traffic does not include any Internet Traffic.

1.42 “Loop” means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in Customer’s serving End Office to the Rate Demarcation Point (or Network Interface Device (“NID”) if installed) in or at the Customer’s premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

1.43 “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.44 “Main Distribution Frame” or “MDF” generally means the primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other Telecommunications facilities within the Wire Center.

1.45 “MECAB” means the Multiple Exchange Carrier Access Billing (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.46 “MECOD” means the Multiple Exchange Carriers Ordering and Design (“MECOD”) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STIS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.47 “Meet-Point Billing” or “MPB” means an arrangement whereby two or more LECs jointly provide to a third party (e.g., an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs’ End Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs.

1.48 “Meet-Point Billing Traffic” means traffic that is subject to an effective Meet-Point Billing arrangement.

1.49 “Mid-Span Fiber Meet” means an Interconnection architecture whereby two carriers’ transmission facilities meet at a mutually agreed-upon Point of Interconnection (“POI”), limited by technical feasibility and the availability of facilities, utilizing a fiber hand-off and, at the delivering carrier’s option, may interface with such carrier’s collocated equipment to gain access to unbundled Network Elements.

1.50 “Network Interface Device” or “NID” means the BA-provided interface terminating BA’s telecommunications network on the property where the Customer's service is

located at a point determined by BA. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to BA's network.

1.51 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.52 "Numbering Plan Area" or "NPA" is also sometimes referred to as an "area code". There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.53 "NXX," "NXX Code," or "End Office Code" means the three digit switch entity indicator (i.e. the first three digits of a seven digit telephone number).

1.54 "Percent Interstate Usage" or "PIU" is a factor that distinguishes the interstate portion of minutes from the intrastate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PIU is a whole number developed through consideration of every call in which the calling and called party are not located within the LATA. PIU is the first such factor applied to traffic for jurisdictional separation of traffic.

1.55 "Percent Local Usage" or "PLU" is a factor that distinguishes the intraLATA, intrastate portion of minutes from the interLATA, intrastate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PLU is a whole number developed through consideration of every call in which the calling and called party are located within the same Rate Center Area. The PLU factor is applied to traffic only after the PIU factor has been applied for jurisdictional separation of traffic.

1.56 "Port Element" or "Port" means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone numbers(s) which serves as the Customer's network address. The Port Element is part of the provision of unbundled local Switching Element.

1.57 "Point of Interconnection" or "POI" means the physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

1.58 "Rate Center Area" or "Exchange Area" means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the

LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

1.59 “Rate Center Point” means a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.60 “Rate Demarcation Point” means the Minimum Point of Entry (“MPOE”) of the property or premises where the Customer's service is located as determined by BA. This point is where network access recurring charges and BA responsibility stop and beyond which Customer responsibility begins.

1.61 “Rating Point” or “Routing Point” means a specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs and the Rating Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a “LEC Consortium Point of Interconnection.” Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (“CLLI”) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center Area.

1.62 “Reciprocal Compensation” means the arrangement for recovering costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network (as set forth in subsection 5.7).

1.63 Intentionally Omitted.

1.64 “Route Indexing” means the provision of Interim Number Portability through the use of direct trunks provisioned between end offices of BA and the Requesting CLEC over which inbound traffic to a ported number will be routed.

1.65 “Service Control Point” or “SCP” means the node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point (“SSP”) and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.66 “Signaling Transfer Point” or “STP” means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.67 “Strapping” means the act of installing a permanent connection between a POT bay and a Collocated Party’s physical collocation node.

1.68 “Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.69 “Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.70 “Switched Exchange Access Service” means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

1.71 “Switching Element” is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user Customers(s). The Switching Element is provisioned with a Port Element, which provides Line Side access to the Switching Element.

1.72 “Tandem Switch” or “Tandem Office” or “Tandem” is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers’ aggregation points, points of termination, or points of presence and to provide Switched Exchange Access Services.

1.73 “Tandem Transit Traffic” or “Transit Traffic” means Telephone Exchange Service traffic that originates on MFN’s network, and is transported through a BA Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service (“CMRS”) carrier, or other LEC, that subtends the relevant BA Tandem to which MFN delivers such traffic. Pursuant to Section 7.2.6, Transit Traffic may also mean Telephone Exchange Service traffic that originates on BA’s network, and is transported through a MFN Tandem to the Central Office of a CLEC, ITC, CMRS carrier, or other LEC, that subtends the relevant MFN Tandem to which BA delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (“LERG”). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

1.74 “Tariff” means any applicable federal or state Tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include BA’s “Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services” which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

1.75 “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that Party’s network and is not Local Traffic or Ancillary Traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic,” depending on whether the originating and terminating points are within the same LATA.

1.76 “Trunk Side” means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g., another carrier’s network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.77 “V and H Coordinates Method” means a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

1.78 “Voice Grade” means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56/64 kbps channel), the terms “DS-0” or “sub-DS-1” may also be used.

1.79 “Wire Center” means a building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, governmental rule or Tariff is to such agreement, instrument, statute, regulation, or governmental rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, governmental rule or Tariff, to any successor provision).

2.2 Each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. Subject to the terms set forth in Section 20 regarding rates and charges, if any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the

provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or in such Tariff but not in this Agreement, shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and pricing under which BA and MFN will offer and provide to each other within each LATA in which they operate within Rhode Island: a) Interconnection and access to unbundled Network Elements and ancillary services for their respective use in providing Telephone Exchange Service; b) resale of local Telecommunications Services; and c) services related to a) and b). As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Commission, and the Parties will refrain from requesting any action to change, suspend or otherwise delay implementation of the Agreement.

3.2 The Parties agree that the performance of the terms of this Agreement will satisfy BA's obligation to provide Interconnection under Section 251 of the Act, and the requirements of the Checklist, under Section 271 of the Act.

4.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE

4.1 Interconnection Activation

Subject to the terms and conditions of this Agreement, each Party shall exercise commercially reasonable efforts to enable MFN to provide fully operational service predominately over its own Telephone Exchange Service facilities to business and residential Customers in accordance with MFN's intended implementation schedule in Rhode Island, attached hereto as Schedule 4.1. To that end, the Parties will establish and perform to milestones such as Trunking arrangements for Traffic Exchange, timely submission of Access Service Requests, 911 Interconnection establishments, SS7 Certification and arrangements for alternate-billed calls.

4.2 Trunk Types And Interconnection Points

4.2.1 **Trunk Types.** Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 4.3.7, InterLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between MFN Telephone Exchange Service customers and purchasers of Switched Exchange Access Service via a BA Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6;

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7;

BLV/BLVI Trunks for the transmission and routing of terminating BLV/BLVI traffic, in accordance with Section 7;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with Section 19;

Operator services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with Section 19; and

Other Trunks as may be requested and agreed to by the Parties.

4.2.2 Interconnection Points. Each Party shall establish Interconnection Points ("IPs") at the available locations designated in Schedule 4.1. The mutually agreed-upon IPs on the MFN network from which MFN will provide transport and termination of traffic to its Customers shall be designated as the MFN Interconnection Points ("MFN-IPs"). The mutually agreed-upon IPs on the BA network from which BA will provide transport and termination of traffic to its Customers shall be designated as the BA Interconnection Point(s) ("BA-IP(s)"); provided that such BA-IP(s) shall be either the BA terminating End Office serving the BA Customer or the BA Tandem subtended by the terminating End Office serving the BA Customer. Each Party is responsible for delivering its terminating traffic to the other Party's relevant IP.

4.2.2.1 Each Party shall make available at least one designated IP in each NPA in each LATA in which it has Customers as designated in Schedule 4.2. Any additional traffic that is not covered in Schedule 4.2 shall be subject to separate negotiations between the Parties, except that either Party may deliver traffic of any type or character to the other Party for termination as long as the delivering Party pays the receiving Party's then current tariffed Switched Exchange Access rates applicable to such traffic.

4.2.3 Points of Interconnection. As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point as described in Section 4.3. To the extent the originating Party's POI is not located at the terminating Party's relevant IP, the originating Party is responsible for transporting its traffic from its POI to the terminating Party's relevant IP.

4.2.4 Geographic Relevance. In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1. A "geographically relevant" IP shall mean an IP that is located within the BA local calling area of equivalent BA end user Customers, but no greater than twenty five (25) miles from the BA Rate Center Point of the BA NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing BA local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center.

4.2.5 The Parties shall configure separate one-way trunk groups for traffic from MFN to BA, and for traffic from BA to MFN, respectively; however, either Party may at its discretion request that the trunk groups shall be equipped as two-way trunks for testing purposes.

4.3 Physical Architectures

4.3.1 MFN shall have the sole right and discretion to specify any of the following three methods for interconnection at any of the BA-IPs:

- (a) a physical or virtual Collocation node MFN established at the BA-IP; and/or
- (b) a physical or virtual Collocation node established separately at the BA-IP by a third party with whom MFN has contracted for such purposes; and/or
- (c) an Entrance Facility and transport (where applicable) leased from BA (and any necessary multiplexing), to the BA-IP.

4.3.2 MFN shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a BA-IP pursuant to Section 13.

4.3.3 MFN may order from BA any of the Interconnection methods specified above in accordance with the rates, order intervals and other terms and conditions in the Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.4 BA shall have the sole right and discretion to specify any of the following methods for Interconnection at any of the MFN-IPs:

- (a) a physical, virtual or other alternative Collocation node BA establishes at the MFN-IP; and/or
- (b) a physical, virtual or other alternative Collocation node established separately at the MFN-IP by a third party with whom BA has contracted for such purposes; and/or
- (c) an Entrance Facility leased from MFN (and any necessary multiplexing), to the MFN-IP.

4.3.5 BA shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at a MFN-IP pursuant to Section 13.

4.3.6 BA may order from MFN any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.7 Under any of the architectures described in this subsection 4.2, and subject to mutual agreement between the Parties, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply to such facilities.

4.3.8 The publication "Bellcore Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by BA and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

4.3.9 In recognition of the large number and variety of BA-IPs available for use

by MFN, MFN's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of MFN-IPs available to BA to select from for similar purposes, MFN shall charge BA no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a BA-IP to a MFN-IP in any given LATA.

4.4 Alternative Interconnection Arrangements

4.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this subsection 4.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of traffic from the POI to the terminating Party's IP at rates set forth in Exhibit A.

4.4.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

4.4.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit its utilization for other traffic types and unless and until the Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

4.4.4 MFN and BA shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 4.4.2. MFN and BA shall exchange appropriate information (e.g., maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.4.5 MFN and BA shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5 prescribes parameters for Traffic Exchange Trunks used for Interconnection pursuant to Section 4.0.

5.2 Trunk Group Connections and Ordering

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-3 or DS-1 level. Subject to agreement of the Parties, higher speed connections may be made, when and where available, in accordance with the Joint Process prescribed in Section 10.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

5.2.3 Unless mutually agreed to by both Parties, each Party will send a Carrier Identification Code and outpulse ten (10) digits to the other Party.

5.2.4 In the event the traffic volume between any two Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS-1, the terminating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Process.

5.2.5 Each Party will use commercially reasonable efforts to monitor its trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques where practical.

5.3 Switching System Hierarchy and Trunking Requirements

For purposes of routing MFN traffic to BA, the subtending arrangements between BA Tandem Switches and BA End Office Switches shall be the same as the Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers' traffic. For purposes of routing BA traffic to MFN, the subtending arrangements between MFN Tandem Switches (or functional equivalent) and MFN End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which MFN maintains for the routing of its own or other carriers' traffic.

5.4 Signaling

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 17.

5.5 Grades of Service

The Parties shall engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Process as set forth in Section 10.

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on at least ninety-five percent (95%) of calls carried over the Traffic Exchange Trunks.

5.6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic as Local Traffic call completion rate, intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, the terminating Party shall bill its interstate Switched Exchange Access Service rates for all traffic passed without CPN unless the Parties agree that such other rates should apply to such traffic.

5.6.2 At such time as either Party has the capability, on an automated basis, to use such CPN information to classify traffic delivered by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each minute of Traffic for which CPN is passed, as provided in Exhibit A and applicable Tariffs. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, the originating Party will supply a PIU and PLU factor. The PIU and PLU factors applicable upon the Effective Date are specified in Schedule 5.6. Such factors may be updated by the originating Party quarterly by written notification.

5.6.3 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs.

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

5.7.1 The Parties shall compensate each other for the transport and termination of Local Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and subsection 20.1 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the MFN-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by MFN. No additional charges shall apply for the termination of such Local Traffic delivered to the BA-IP or the MFN-IP by the other Party, except as set forth in Exhibit A. When such Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Local or non-Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

5.7.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this subsection 5.7, but instead shall be treated as described or referenced below:

- (a) Local Traffic originating with a third party carrier and delivered by BA to

MFN shall be treated as Tandem Transit Service under subsection 7.3

(b) For any traffic originating with a third party carrier and delivered by MFN to BA, MFN shall pay BA the same amount that such third party carrier would have been obligated to pay BA for termination of that traffic at the location the traffic is delivered to BA by MFN.

(c) Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with subsection 6.3.

(d) No Reciprocal Compensation shall apply to Internet Traffic.

(e) No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.

(f) Traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 14 shall be treated as specified in subsection 14.5.

(g) IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Rhode Island shall be treated in accordance with the New York Toll Pool.

(h) Any other traffic not specifically addressed in this subsection 5.7 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic.

5.7.3 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.7.4 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

5.7.5 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Rhode Island in accordance with the New York Toll Pool.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between MFN Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where MFN elects to have its End Office Switch subtend a BA Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

6.2 Access Toll Connecting Trunk Group Architecture

6.2.1 If MFN chooses to subtend a BA access tandem then MFN's NPA/NXX

must be assigned by MFN to subtend the same BA access tandem that a BA NPA/NXX serving the same Rate Center subtends as identified in the LERG.

6.2.2 MFN shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from MFN's Customers.

6.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow MFN's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Tandem. If MFN collocates at a BA access tandem, applicable Tariff rates and charges shall apply for transport and switching.

6.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch MFN utilizes to provide Telephone Exchange Service and Switched Exchange Access to its customers in a given LATA to the Tandem(s) BA utilizes to provide Exchange Access in such LATA.

6.3 Meet-Point Billing Arrangements

6.3.1 MFN and BA will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in BA's applicable Switched Access Service Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of either Party that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the BA access tandems in the LATA, unless otherwise agreed to by the Parties.

6.3.4 MFN and BA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:

- (a) "Single Bill/Single Tariff" in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.
- (b) "Multiple Bill/Single Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each carrier involved applies rates for its portion of the service from the same Tariff.
- (c) "Multiple Bill/Multiple Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from

its own unique Tariff, and

- (d) "Single Bill/Multiple Tariff" in which one bill is rendered to an Interexchange Carrier from all LECs who are jointly providing Switched Exchange Access Service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one bill account number using each LEC's appropriate access Tariffs. The bill could be rendered by, or on behalf of, any of the Local Exchange Carriers involved in the provision of service.

Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party.

6.3.6 The rate elements to be billed by each Party are as set forth in BA's applicable Tariffs. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/BA Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 6.3.15.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

6.3.8 BA shall provide MFN with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.3.9 MFN shall provide BA with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.3.10 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 shall be sent to the following addresses:

To MFN:	Robert J. Riordan Metromedia Fiber Network Services, Inc. One North Lexington Avenue White Plains, NY 10601
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To BA:	New York State Access Pool C/O ACM 1309 Main Street Rotterdam Junction, NY 12150 Attn: Mark Ferri
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Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to subsection 28.10.

6.3.11 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB

Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

6.3.14 Nothing contained in this subsection 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff, subject to the limitations on liability set forth in this Agreement).

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g., 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future. In the event MFN determines to offer Telephone Exchange Services in another LATA in Rhode Island in which BA operates a Tandem Switch, BA shall permit and enable MFN to subtend the BA Tandem Switch(es) designated for the BA End Offices in the area where the MFN Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/BA Serving Wire Center combination shall be calculated according to the following formula:

$$\begin{aligned} a / (a + b) &= \text{MFN Billing Percentage} \\ &\text{and} \\ b / (a + b) &= \text{BA Billing Percentage} \end{aligned}$$

where:

a = the airline mileage between the Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the BA serving Wire Center and the actual point of interconnection for the MPB arrangement.

6.3.16 MFN shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 4.5.1. Within ten (10) business days of MFN's delivery of notice to BA, BA and MFN shall confirm the new Routing Point/BA Serving Wire Center combination and billing percentages.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

The following provisions shall apply only to MFN-originated Information Services Traffic directed to an information services platform connected to BA's network. At such time as MFN connects information services

platforms to its network, the Parties shall agree upon a comparable arrangement for BA-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is switched voice traffic, delivered to information service providers who offer recorded announcement information or open discussion information programs to the general public. Information Services Traffic does not include Internet traffic.

At the present time, neither Party offers information services on its network platform. The Parties agree to negotiate rates, terms and conditions as necessary to permit mutual interconnection to information services offered on either Party's network platform in the event that such information services are made available.

7.1.1 MFN shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to BA's network. In the event MFN exercises such option, MFN will establish a dedicated trunk group to the BA information services serving switch. This trunk group will be utilized to allow MFN to route Information Service Traffic originated on its network to BA.

7.1.2 Nothing in this Agreement shall affect either Party's rights or obligations, if any, under Applicable Law, to offer to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.1.3 For calls to variable rated information services (e.g., NXX 550, 540, 976, 970, 940 as applicable), MFN shall bill and collect information services provider charges from its Customers. The Parties shall exchange call detail information and handle adjustments, according to the terms selected by MFN contained in Schedule 7.1.3. BA shall charge MFN customer usage detail rates as specified in Exhibit A. Prior to establishing interconnection for Information Services Traffic, MFN may be required to complete acceptance testing of its billing arrangement with BA.

7.1.4 If under Schedule 7.1.3, BA agrees to accept adjustments from MFN for calls originated by MFN Customers to information services platform(s) connected to BA's network, MFN shall follow the same policy in allowing adjustments to its Customers as BA follows with its own Customers. MFN shall provide to BA sufficient information regarding uncollectibles and Customer adjustments to allow BA to pass through the adjustments to the information services provider, and BA shall pass through such adjustments. However, if the information services provider disputes such adjustments and refuses to accept such adjustments, MFN shall reimburse BA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between MFN and the information services provider.

7.1.5 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

7.1.6 Unless MFN chooses one of two separate billing arrangements, as set forth in Schedule 7.1.3, Information Services Traffic originating from MFN's Customers will be blocked.

7.2 Tandem Transit Traffic Service ("Transit Service")

7.2.1 Transit Service provides MFN with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of BA.

7.2.2 Transit Traffic may be routed over the Traffic Exchange Trunks described in Sections 4 and 5. MFN shall deliver each Transit Traffic call to BA with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and

exchange records between the Parties.

7.2.3 MFN shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which it terminates Telephone Exchange Service traffic that transits BA's Tandem Office. If MFN does not enter into and provide notice to BA of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then BA may, at its sole discretion, terminate Transit Service at anytime upon thirty (30) days written notice to MFN.

7.2.4 MFN shall pay BA for Transit Service that MFN originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on BA for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

7.2.5 BA will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls.

7.2.6 If or when a third party carrier's Central Office subtends a MFN Central Office, then MFN shall offer to BA a service arrangement equivalent or the same as Transit Service provided by BA to MFN as defined in this Section 7.2 such that BA may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends a MFN Central Office ("Reciprocal Transit Service"). MFN shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.2.

7.2.7 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

7.3 911/E911 Arrangements

7.3.1 MFN may, at its option, interconnect to the BA 911/E911 selective router or 911 Tandem Offices, as appropriate, that serve the areas in which MFN provides exchange services, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points ("PSAP"). In such situations, BA will provide MFN with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, MFN and BA will negotiate arrangements to connect MFN to the 911 service.

7.3.2 Path and route diverse Interconnections for 911/E911 shall be made at the MFN-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by Applicable Law.

7.3.3 BA will provide MFN with an electronic interface through which MFN shall input and provide a daily update of 911/E911 database information related to appropriate MFN customers. BA will provide, as permitted by the PSC, MFN with the Master Street Address Guide ("MSAG") so that MFN can ensure the accuracy of the data transfer. Additionally, BA shall assist MFN in identifying the appropriate person in each municipality for the purpose of obtaining the ten-digit Subscriber number of each PSAP.

7.3.4 BA and MFN will use their commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of MFN systems to the 911/E911 platforms.

7.3.5 BA and MFN will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.3.6 MFN will compensate BA for connections to its 911/E911 pursuant to Exhibit A.

7.3.7 MFN will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in the Rhode Island.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, MFN shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for BA, in all areas where BA and MFN service areas overlap, and MFN shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.4 MFN will also designate a Rating Point for each assigned NXX code. MFN shall designate one location for each Rate Center Area as the Routing [Rating - BA North] Point for the NPA-NXXs associated with that Area, and such Rating Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain MFN's choices regarding the size of the local calling area(s) that MFN may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 Cooperation The Parties will work cooperatively to install and maintain a reliable network. MFN and BA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third number billed calls, calling card calls, and any other services related to this Agreement.

9.2 Responsibility for Following Standards Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

9.3 Repeated or Willful Interference or Impairment

If Party A reasonably determines that the characteristics, facility, service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment subject to the following:

9.3.1 Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the

condition within said time period; and,

9.3.2 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.

9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow BA standard procedures for isolating and clearing the outage or trouble. MFN and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish notice at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR.

10.1 Joint Network Implementation and Grooming Process

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, *inter alia*,

(a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 (Blocking Level B.01 – high-day-network-busy-hour blocking standard as defined in Bellcore's special report- (Bellcore –SR TAP000191));

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(c) disaster recovery provision escalations;

(d) additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 4.2.3 and 4.2.4; and

(e) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this Section 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 hereof.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliates or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this Section 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

10.3 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, MFN shall provide BA a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to BA on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the BA CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for MFN-IPs and BA-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

10.3.1 Initial Forecasts/Trunking Requirements Because BA's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom MFN decides to market its services, BA will be largely dependent on MFN to provide accurate trunk forecasts for both inbound (from BA) and outbound (from MFN) traffic. BA will, as an initial matter and upon request, provide the same number of trunks to terminate Local Traffic to MFN as MFN provides to terminate Local Traffic to BA, unless MFN expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, in which case BA will provide the number of trunks MFN suggests; provided, however, that in all cases BA's provision of the forecasted number of trunks to MFN is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and MFN's previous forecasts have proven to be reliable and accurate.

10.3.2 Monitoring and Adjusting Forecasts BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at MFN's suggestion or request pursuant to the procedures identified in Section 10.3.1. At the end of such ninety (90) day period, BA may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, BA determines that any trunks in the trunk group in excess of four (4) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold MFN financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that MFN suggests or requests BA to establish. If, after any such (90) day period, BA determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold MFN financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, MFN may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold MFN financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

10.3.3 Reciprocal Responsibility To the extent that BA requires MFN to install trunks for delivery of traffic to BA, MFN may apply the same procedures with respect to BA's trunking requirements.

10.4 Demand Management Forecasts

10.4.1 MFN will furnish BA with good faith demand management forecasts including but not limited to: unbundled Network Elements, Interconnection and resale products. Such forecasts will describe MFN's expected

needs for service volumes, and timeframes for service deployment, by Wire Center. MFN agrees to provide such forecasts to BA thirty (30) days following the Effective Date, with updates to follow every six months thereafter. BA agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4, and that such information will only be used by BA to provide Interconnection pursuant to this Agreement.

11.0 UNBUNDLED ACCESS

Each Party shall offer to the other Party nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that neither Party shall have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 that ceases to be subject to an unbundling obligation under Applicable Law. Nothing in this Agreement shall obligate either Party to provide a combination of Network Elements except to the extent required by Applicable Law.

11.1 BA's Provision of Network Elements

Subject to Section 11.0, BA shall provide MFN access to the following:

- 11.1.1 Local Loops, as set forth in subsection 11.2;
- 11.1.2 The Network Interface Device, as set forth in subsection 11.3;
- 11.1.3 Switching Capability, as set forth in subsection 11.4;
- 11.1.4 Interoffice Transmission Facilities, as set forth in subsection 11.5;
- 11.1.5 Signaling Links and Call-Related Databases, as set forth in subsection 5.4 and Section 17;
- 11.1.6 Operations Support Systems, as set forth in subsection 11.6;
- 11.1.7 Operator Services and Directory Assistance, as set forth in Section 19; and
- 11.1.8 such other Network Elements in accordance with subsection 11.8 below.

11.2 Loop Transmission Types

Subject to Section 11.0 and subsection 11.7, BA shall allow MFN to access the following Unbundled Local Loop ("ULL") types unbundled from local switching and local transport in accordance with the terms and conditions set forth in this subsection 11.2.

11.2.1 "2-Wire Analog Voice Grade ULL" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.

11.2.2 "4-Wire Analog Voice Grade ULL" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.

11.2.3 "2-Wire ISDN Digital Grade ULL" or "BRI ISDN" (Premium Link) which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1992 & T1E1.4 90-004R3.

11.2.4 2-Wire ADSL-Compatible ULL or ADSL 2W is a 2-wire, non-loaded, twisted copper pair that meets revised resistance design or carrier serving area design guidelines. The upstream and downstream ADSL power spectral density masks and dc line power limits in BA TR 72575, Issue 2 must be met. ADSL-compatible local loops are subject to availability.

11.2.5 2-Wire HDSL-Compatible ULL or HDSL 2W consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in BA TR 72575, Issue 2 must be met. 2-Wire HDSL-compatible local loops are subject to availability.

11.2.6 4-Wire HDSL-Compatible ULL or HDSL 4W consists of two 2-wire, non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in BA TR 72575, Issue 2 must be met. 4-Wire HDSL-compatible local loops are subject to availability.

11.2.7 "4-Wire DS-1-compatible ULL" (Digital Grade Loop) provides a channel which provides 1.544 Mbps digital transmission path between a Customer premises and a MFN Collocation node at a BA central office, and is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS-1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.

11.2.8 BA will make Analog 2-Wire ULLs, BRI ISDN ULLs, Analog 4-Wire ULLs and 4-Wire DS-1-compatible ULLs available for purchase by MFN at any time after the Effective Date.

11.2.9 BA will make HDSL 4-Wire, HDSL 2-Wire, and ADSL 2-Wire ULLs available to MFN no later than the date on which it makes such ULLs commercially available to any other Telecommunications Carrier in New York State. The Parties shall amend Exhibit A to add the appropriate rates and charges.

11.3 Network Interface Device

Subject to Section 11.0 and at the request of MFN, BA shall permit MFN to connect a carrier's Loop to the Inside Wiring of a Customer's premises through BA's NID in the manner set forth in section 11.3. MFN must establish the connection to BA's NID through an adjoining network interface device deployed by MFN. The Customer shall be responsible for resolving any conflicts between service providers for access to Customer's premises and Inside Wire.

11.3.1 Access to Network Interface Device

11.3.1.1 Due to the wide variety of NIDs utilized by BA (based on Customer size and environmental considerations), MFN may access the Customer's Inside Wire by any of the following means:

- (a) Where an adequate length of Inside Wire is present and environmental conditions permit, Requesting Carrier may remove the Inside Wire from BA's NID and connect that wire to MFN's NID;

(b) Enter the Customer access chamber or “side” of “dual chamber” NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the Inside Wire through a suitable “punch-out” hole of such NID enclosures;

(c) Request BA to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* MFN, its agent, the building owner or the Customer).

11.3.1.2 If MFN accesses the Customer’s Inside Wire as described in Paragraph 1(c) above, the time and materials charges will be billed to the requesting party (*i.e.* MFN, its agent, the building owner or the Customer).

11.3.1.3 In no case shall MFN remove or disconnect BA’s loop facilities from BA’s NIDs, enclosures, or protectors.

11.3.1.4 In no case shall MFN remove or disconnect ground wires from BA’s NIDs, enclosures, or protectors.

11.3.1.5 In no case shall MFN remove or disconnect NID modules, protectors, or terminals from BA’s NID enclosures.

11.3.1.6 Maintenance and control of premises wiring (Inside Wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer’s Inside Wire must be resolved by the Customer.

11.3.1.7 Due to the wide variety of NID enclosures and outside plant environments, BA will work with MFN to develop specific procedures to establish the most effective means of implementing this Section 11.3.1.

11.4 Unbundled Switching Elements

Subject to Section 11.0, BA shall make available to MFN the local Switching Element and Tandem Switching Element unbundled from transport, local loop transmission, or other services in accordance with Applicable Law, at the rates, terms and conditions set forth in Exhibit A.

11.4.1 Local Switching

11.4.1.1 The unbundled local Switching Elements include line side and trunk side facilities (*eg.* line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to BA’s local exchange customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

11.4.1.2 BA shall offer, as an optional chargeable feature, daily usage tapes.

11.4.1.3 MFN may request activation or deactivation of features on a per-port basis at any time, and shall compensate BA for the non-recurring charges associated with processing the order. MFN may submit a Bona Fide Request for other switch features and functions that the switch is capable

of providing, but which BA does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. BA shall develop and provide these requested services where technically feasible with the agreement of MFN to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

11.4.1.4 Network Design Request ("NDR")

11.4.1.4.1 Work activities that must be performed during the NDR process include: (a) Defining network plan for the TC's virtual network (number of entities; types of services to be supported; blocking requirements; E911 planning; operator/DA support); (b) Defining line class codes for each entity to support the TC's traffic; (c) Building line class codes per switching entity; (d) Downloading line class codes to each entity; and, (e) Engineering any dedicated trunk groups.

11.4.1.4.2 NDR Rate Application The NDR shall be billed according to a flat rate schedule based on the number of Line Class Codes implemented on a per switch per rate zone used to develop the NDR plan and install the necessary routings and line class codes. The One Time Service Order Charge applies once per switch per rate zone. Subsequent changes can be requested without this charge being re-applied. The NDR Implementation-Initial First and Additional charges apply to the first 15 requested line class codes plus an additional charge for each line class code above the first 15 requested at the same time. The NDR Implementation-Subsequent First and Additional charges apply to the first line class code and each additional line class code ordered at the same time subsequent to the installation of the original line class code in a switch. The nonrecurring charges are set forth in Exhibit A.

11.4.2 Tandem Switching

The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a BA access Tandem for the purpose of routing a call or calls.

11.5 Unbundled Inter Office Facilities

BA shall provide MFN access to an interoffice transmission path of a fixed capacity between designated central offices that is unbundled from switching, unbundled multiplexers, and any other network elements in accordance with all Applicable Law, at the rates, terms and conditions set forth in Exhibit A.

11.6 Operations Support Systems

BA shall provide MFN with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. All such transactions shall be submitted by MFN through such electronic interfaces.

11.7 Limitations on Unbundled Access

11.7.1 BA shall only be required to provide ULLs and Ports where such Loops and Ports are available.

11.7.2 MFN shall access BA's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 13 at the BA Wire Center where those elements exist, and each ULL or Port shall, in the case of Collocation, be delivered to MFN's Collocation node by means of a Cross Connection or Strapping.

11.7.3 BA shall provide MFN access to its ULLs at each of BA's Wire Centers for loops terminating in that Wire Center. In addition, if MFN orders one or more ULLs provisioned via Integrated Digital Link Carrier or Remote Switching technology deployed as a ULL concentrator, BA shall, where available, move the requested ULL(s) to a spare, existing physical ULL at no additional charge to MFN. If, however, no spare physical ULL is available, BA shall within three (3) Business days of MFN's request notify MFN of the lack of available facilities. MFN may then at its discretion make a Network Element Bona Fide Request to BA to provide the unbundled Local Loop through the demultiplexing of the integrated digitized ULL(s). MFN may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the ULL concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to ULL provided under this subsection 11.7.3.

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 BA shall, upon request of MFN, and to the extent required by Applicable Law, provide to MFN access to its Network Elements on an unbundled basis for the provision of MFN's Telecommunications Service. Any request by MFN for access to a BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. MFN shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

11.8.2 A Network Element obtained by one Party from the other Party under this subsection 11.8 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.8.3 Notwithstanding anything to the contrary in this subsection 11.8, a Party shall not be required to provide a proprietary Network Element to the other Party under this subsection 11.8 except as required by Applicable Law.

11.9 Provisioning of Unbundled Local Loops

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to Unbundled Local Loops (also referred to as "hot cuts"). These and other mutually agreed-upon procedures shall apply reciprocally for the "live" cutover of Customers from BA to MFN and from MFN to BA.

11.9.1 MFN shall request ULLs from BA by delivering to BA a valid electronic transmittal Service Order using the BA electronic ordering platform or another mutually agreed upon system. BA shall provide MFN the firm order commitment ("FOC") date by which the Loop(s) covered by such Service Order will be installed.

11.9.2 BA agrees to accept from MFN at the time the service request is submitted for scheduled conversion of hot cut ULL orders, a desired date and A.M. or P.M. designation (the "Scheduled Conversion Time") to the extent available (as applicable, the "Conversion Window") for the hot cut.

11.9.3 BA shall test for MFN dial tone at the POT bay by testing through the tie cable provisioned between the BA main distributing frame and the MFN expanded Interconnection node forty-eight (48) hours prior to the Scheduled Conversion Time.

11.9.4 Not less than one hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "New Conversion Time"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If BA requests the New Conversion Time, the applicable Line Connection Charge shall be waived;

and

If MFN requests the New Conversion Time, MFN shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

11.9.5 Except as otherwise agreed by the Parties for a specific conversion such as large cutovers of ten (10) lines or more that have been negotiated, the Parties agree that the time interval expected from disconnection of BA's "live" Telephone Exchange Service to the connection of an unbundled Network Element at the MFN Collocation node will be accomplished within a window of time of sixty (60) minutes or less. If MFN has ordered INP with the installation of a Loop, BA will coordinate the implementation of INP with the Loop conversion during with the above stated intervals at no additional charge.

11.9.6 If MFN requests or approves a BA technician to perform services in excess of or not otherwise contemplated by the Line Connection Service charge BA may charge MFN for any additional and reasonable labor charges to perform such services.

11.9.7 If as the result of end user actions, (e.g., Customer not ready ["CNR"]), BA cannot complete requested work activity when technician has been dispatched to the site, MFN will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the Service Order Charge and Premises Visit Charge as specified in BA's applicable Tariff (PUC Tariff No. 15).

11.10 Maintenance of Unbundled Network Elements

If (a) MFN reports to BA a Customer trouble, (bi) MFN requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA facilities or equipment in whole or in part, then MFN shall pay BA a charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by MFN is not available at the appointed time. MFN accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on its test results. If as the result of MFN instructions, BA is erroneously requested to dispatch within a BA Central Office or to a POT Bay ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to MFN by BA. If as the result of MFN instructions, BA is erroneously requested to dispatch outside a BA Central Office or to a POT Bay ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to MFN by BA. BA agrees to respond to MFN trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail customers or to any other similarly initiated Telecommunications Carrier.

11.11 Combinations of Network Elements

To the extent either Party is required by Applicable Law to provide a combination of Network Elements to the other Party, the terms, conditions and prices for the combination of Network Elements (including, but not limited to, the non-recurring charge to compensate the providing Party for the combination of Network Elements, terms and conditions defining the combination of Network Elements and stating when and where the combination of Network Elements will be available and how it may be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in the providing Party's applicable Tariff. In the absence of an applicable Tariff, prior to provision of such combination of Network Elements, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices.

12.0 RESALE -- SECTIONS 251(b)(1) and 251(c)(4)

12.1 Resale at Retail Rates

BA shall make available to MFN for resale all Telecommunications Services, as described in Section 251(b)(1) of the Act, pursuant to the rates, terms and conditions of BA's applicable Tariffs, as may be amended from

time to time.

12.2 Resale at Wholesale Rates

BA shall make available to MFN for resale all Telecommunications Services that BA provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in BA's Tariffs less the wholesale discount set forth in Exhibit A, in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s).

12.3 Availability of Support Services and Branding for Resale

BA shall make available to MFN the various support services for resale described in Schedule 12.3 hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by MFN and at prices, terms and conditions to be negotiated by MFN and BA, BA shall provide BA Retail Telecommunications Services (as defined in Schedule 12.3) that are identified by MFN's trade name, or that are not identified by trade name, trademark or service mark.

12.4 Additional Terms Governing Resale and Use of BA Services

12.4.1 MFN shall comply with the provisions of this Agreement (including, but not limited to, all applicable BA Tariffs) regarding resale or use of BA services. In addition, MFN shall undertake in good faith to ensure that its Customers comply with the provisions of BA's Tariffs applicable to their use of BA's Telecommunications Services.

12.4.2 Without in any way limiting subsection 12.4.1, MFN shall not resell (a) residential service to business or other nonresidential Customers of MFN, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from BA, or (c) any other BA service in violation of any user or user group restriction that may be contained in the BA Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Law. In addition, MFN shall be subject to the same limitations that BA's own retail Customers may be subject to with respect to any Telecommunications Service that BA discontinues offering.

12.4.3 BA shall not be obligated to offer to MFN at a wholesale discount Telecommunications Services that BA offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 MFN shall not be eligible to participate in any BA plan or program under which BA Customers may obtain products or merchandise, or services which are not BA Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using BA Telecommunications Services.

12.4.5 BA may impose additional restrictions on MFN's resale of BA's retail Telecommunications Services to the extent permitted by Applicable Law.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 To the extent required by Applicable Law, BA shall offer to MFN, for the primary purpose of Interconnecting to BA or for accessing BA's unbundled Network Elements, physical or virtual Collocation of equipment necessary for Interconnection (pursuant to Section 4 hereof) or for access to unbundled Network Elements (pursuant to Section 11.0 hereof), except that BA may offer only virtual Collocation if BA demonstrates to the Commission that physical Collocation is not practical for technical reasons or because of space limitations (to the extent

that such demonstration is required by Section 251(c)(6) of the Act). BA shall provide such Collocation solely for the purpose of Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission, subject to applicable federal and state Tariffs. The failure by MFN either to establish Interconnection with BA or to maintain such Interconnection with BA at any time thereafter, shall constitute an action under Section 9.3 hereof pursuant to which BA shall have the right, among other things, to discontinue providing Collocation to MFN hereunder.

13.2 MFN shall offer to BA Collocation of equipment for purposes of Interconnection (pursuant to Section 4 hereof) on a non-discriminatory basis and at comparable rates, terms and conditions as MFN may provide to other third parties. MFN shall provide such Collocation subject to applicable Tariffs or agreement of the Parties, at the option of BA. Such agreement shall not be unreasonably withheld or delayed.

13.3 In the course of implementing a Collocation project, BA shall:

- (a) identify the Collocation project manager assigned to the project;
- (b) develop a written comprehensive “critical tasks” timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
- (c) provide MFN with the relevant engineering requirements.

13.4 For both physical Collocation and virtual Collocation, the collocating Party shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.5 Collocation shall occur under the terms of each Party’s applicable and available Tariffs, except as otherwise expressly noted herein.

13.6 Dedicated Cable Support

13.6.1 Dedicated Cable Support (“DCS”) service allows MFN to provision cabling (including fiber optic cable) and racking from an MFN physical Collocation node to the Collocation node of another CLEC located within the same physical Collocation common area in the same BA Central Office where MFN and the CLEC’s equipment is being used for Interconnection with BA or for access to BA’s unbundled Network Elements. Rates for DCS shall be on a time and materials basis pursuant to rates set forth in Exhibit A for engineering design and supervision. If MFN wishes to purchase DCS, it shall submit a separate Collocation application for DCS to BA (in addition to the original application), and BA shall not charge a Collocation augment fee in respect of such DCS application.

13.6.2 Until such time as applicable Tariffs may be amended to specifically address DCS utilizing fiber optic cable, the following terms and conditions shall apply:

13.6.2.1 DCS may be provided to support DS0, DS1, DS3 and fiber optic cables exclusive of fiber jumper cables.

13.6.2.2 Fiber optic cable shall be deployed on a separate cable rack from electrical cables (e.g., DS0, DS1 and DS3). All splicing shall be completed within a physical Collocation cage.

13.6.2.3 DCS shall be available pursuant to space availability within a physical Collocation common area and where space limitations restrict cable rack installations. BA shall process requests for DCS on a first-come, first-served basis.

13.6.2.4 If MFN vacates a Collocation node and/or a DCS arrangement and is the only CLEC utilizing a DCS arrangement in a particular Collocation common area in a Central Office, MFN shall be responsible for restoring the area housing DCS to its original condition. If MFN fails to restore the area housing DCS to its original condition, MFN shall be responsible for reimbursing BA for all costs associated with restoring the area housing DCS.

13.6.2.5 MFN shall be responsible for the installation and maintenance of all cabling and connections between the physical Collocation nodes.

13.6.2.6 MFN shall not use the BA common overhead cable racking used to Interconnect to BA for direct cabling between two physical Collocation nodes.

13.6.2.7 MFN shall adhere to BA practices and safety requirements for central office cabling (currently set forth in GR-409-CORE and the National Electrical Code), as in effect from time to time, as they relate to fire, safety, health, environmental and similar safeguards.

13.6.2.8 BA shall install, at the request of MFN, DCS pursuant to the terms and conditions contained herein. MFN shall re-imburse BA for all costs associated with such installation.

13.6.2.9 BA shall designate locations for placement of DCS based upon space availability and where technically feasible.

13.6.2.10 When MFN occupies more than one physical Collocation node within the same common area of a Central Office, MFN may interconnect its transmission equipment contained in such spaces using DCS. At these locations, MFN shall be responsible for supplying, installing and maintaining the cabling between MFN's different Collocation nodes.

13.6.2.11. Prior to beginning any delivery, installation, replacement, or removal of cabling between Collocation arrangements utilizing DCS, MFS shall first obtain BA's written approval of MFN's proposal scheduling the work.

13.7 BA shall permit MFN to pull one fiber cable of up to 432 strands into its Collocation arrangement providing that space is available.

SECTION 251(b) PROVISIONS

14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

14.1 Scope

14.1.1 The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC.

14.1.2 Until long-term Number Portability is implemented, the Parties shall provide Interim Number Portability ("INP") to each other at the prices listed in Exhibit A. The type of INP provided is at the discretion of the Party providing the INP arrangement.

14.1.3 Upon implementation of long-term NP, the Parties shall discontinue INP arrangements in accordance with FCC orders and regulations.

14.1.3.1 Bell Atlantic will not accept orders for new INP service arrangements or orders to add new telephone numbers to existing INP service arrangements in any switch where long-term NP is commercially available.

14.1.4 At least forty-five days prior to the commercial availability of long-term Number Portability in a Central Office, both Parties shall provide updates to the Local Exchange Routing Guide (LERG) and will identify the portable switches and NXXs.

14.1.5 Under either an INP or long-term NP arrangement, MFN and BA will implement a process to coordinate Number Portability cutovers with ULL conversions (as described in Section 11 of this Agreement).

14.2 Procedures for Providing Long-Term Number Portability

The Parties will follow the long-term Number Portability provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the long-term Number Portability ordering procedures established at the Ordering And Billing Forum (OBF).

14.3 Procedures for Providing INP Through Remote Call Forwarding

Subject to Section 14.1.3 above, INP will be provided through Remote Call Forwarding, as follows:

14.3.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received a letter of agency ("LOA") from the Customer, and Party B has sent a local service request to Party A, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B, only within the same Rate Center Area as the original telephone number(s). It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA. Party A will route the forwarded traffic to Party B over the appropriate Telephone Exchange Service trunks as if the call had originated on Party A's network.

14.3.2 Party B will become the customer of record for the original Party A telephone number(s) subject to the INP arrangements. Upon the execution of an appropriate billing services agreement or such other mutually agreed-upon arrangement between the Parties, Party A shall use its reasonable efforts to consolidate into as few billing statements as possible collect, calling card, and third-number billed calls associated with the number(s), with sub-account detail by retained number. Such billing statement shall be delivered to Party B in a mutually agreed-upon format via electronic file transfer, magnetic tape, or other mutually acceptable medium.

14.3.3 Party A will update its Line Information Database ("LIDB") listings for retained numbers, with the screening options provided by Party B on a per order basis. Party B shall determine which of the screening options offered by Party A should apply to the Party B Customer account. Party A will cancel calling cards associated with those forwarded numbers assigned to Party B.

14.3.4 Party B will outpulse the telephone number to which the call has been forwarded to the 911 Tandem Office. Party B will also provide the 911 database with both the forwarded number and the directory number, as well as the appropriate address information of the Customer.

14.3.5 Party A shall be permitted to cancel INP arrangements and reassign the telephone number(s) upon (a) receipt of notification from Party B or a third party that is authorized to act on behalf of the Customer or (b) authorization from the Customer itself. The Parties agree to work cooperatively to develop procedures or adopt industry standards or practices concerning the initiation and termination of INP service in a multi-carrier environment.

14.3.6 Within two (2) business days of receiving notification from the Customer or third party authorized to act on behalf of Customer, Party B shall notify Party A of the Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will either reinstate service to that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating LEC pursuant to the Customer's instructions at the time.

14.3.7 The INP service offered herein shall not initially apply to NXX Codes 555, 915, 950 (as applicable), or 976, or for Feature Group A or coin telephone service. Upon request of either Party, provision of INP to these services will be mutually negotiated between the parties and provided to the extent feasible under negotiated rates, terms and conditions. INP shall not apply for any arrangement that would render the forwarded call Toll Traffic.

14.3.8 The ordering of INP arrangements and the exchange of screening information shall be made in accordance with industry-accepted (e.g. OBF developed) format and specifications to the extent they have been implemented by the Parties.

14.4 Procedures for Providing INP Through Route Index Arrangements

Upon mutual agreement, either Party may deploy a Route Index arrangement which combines direct trunks, provisioned between BA's and MFN's end offices, with trunk side routing translations. Under this arrangement, an inbound call to a ported number will be pointed at a route index that sends the call to a dedicated direct final trunk group, for the sole purpose of facilitating completion of calls to a ported number. The Parties will coordinate with each other to provide this solution in a mutually agreeable, reciprocal and administratively manageable manner so as to minimize switch resource utilization for both Parties.

14.5 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree in principle that, under the INP arrangements described in subsections 14.3 and 14.4 above, terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this subsection 14.5 whereby terminating compensation on calls subject to INP will be passed from the Party which performs the INP (the "Performing Party") to the other Party (the "Receiving Party") for whose Customer the INP is provided.

14.5.1 The Parties shall individually and collectively make commercially reasonable efforts to track and quantify INP traffic between their networks on a monthly basis, based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rates as specified in subsection 14.5.3 in lieu of any other compensation charges for terminating such traffic, except as provided in subsection 14.5.2. INP traffic shall in no case exceed the minutes of use billed by the Receiving party for reciprocal comp.

14.5.2 By the Interconnection activation date in each LATA, the Parties shall jointly estimate for the billing interval, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to INP'ed telephone numbers, would have been subject to (a) Reciprocal Compensation ("Recip Traffic"), (b) appropriate intrastate FGD charges ("Intra Traffic") or (c) interstate FGD charges ("Inter Traffic"). Six (6) months after the Interconnection activation date, and thereafter on each succeeding six month anniversary of such Interconnection activation date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based on the Performing Party's choice of actual INP traffic percentages from the preceding six (6) month period or historic data of all traffic in the State.

14.5.3 Terminating Compensation on Traffic to INP'ed Numbers shall be calculated by separating total INP minutes into Local, Intrastate, and Interstate minutes and rated as follows:

(Recip Traffic percentage INP Minutes times the Reciprocal Compensation Rate set forth in Exhibit A)

plus

(Intra Traffic percentage INP Minutes times Receiving Party's effective intrastate FGD rates)

plus

(Inter Traffic percentage INP Minutes times Receiving Party's effective interstate FGD rates).

The terminating compensation for intrastate and interstate INP traffic shall exclude those same minutes of use previously billed as Reciprocal Compensation.

The Receiving Party shall compensate the Performing Party for its billing and collection of charges for the intrastate and interstate FGD access services provided by the Receiving Party to a third party through greater of (i) the difference between the intrastate and interstate FGD rates of the Receiving Party and the Performing Party, or (ii) three percent (3%) of the Performing Party's intrastate and interstate FGD revenues for INP'ed numbers. Under no circumstances shall the Performing Party, in performing the billing and collections service on behalf of the Receiving Party, be obligated to pass through more than ninety seven percent (97%) of its FGD access charge to the Receiving Party in connection with any given INP'ed call.

14.6 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

14.7 Recovery of INP Costs Pursuant to FCC Order and Rulemaking

Notwithstanding anything to the contrary contained in this Section 14, in light of the FCC's First Report and Order and Further Notice of Proposed Rulemaking, adopted June 27, 1996, in CC Docket 95-116 (the "Order"), the Parties stipulate and agree as follows:

14.7.1 The rates listed in Exhibit A for the provision of INP are appropriate amounts that each Party providing INP service should recover for the provision of those INP functionalities in BA's operating territory.

14.7.2 The Parties agree that neither Party waives its rights to advocate its views that are consistent with this subsection 14.7 on the appropriate INP cost recovery mechanism, or to present such views before any relevant regulatory body or other agency as they relate to FCC or Commission actions on INP cost recovery.

15.0 DIALING PARITY -- SECTION 251(b)(3)

BA and MFN shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C §. 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license agreements).

17.0 DATABASES AND SIGNALING

Subject to Section 11.0, BA shall provide MFN with interfaces to access BA's databases, including LIDB and toll-free service access codes (e.g., 800/888/877), and associated signaling necessary for the routing and completion of MFN's traffic through the provision of SS7 under its applicable tariffs.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

When a Customer changes its service provider from BA to MFN, or from MFN to BA, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than one hundred and eighty days (180) days after the date the Customer changes its telephone number in the case of business Customers and not less than ninety (90) days after the date the Customer changes its telephone number in the case of residential Customers or other time periods as may be required by the Commission. The periods for referral announcement may be shorter if a number shortage conditions is in effect for a particular NXX code.

18.2 Coordinated Repair Calls

MFN and BA will employ the following procedures for handling misdirected repair calls:

18.2.1 MFN and BA will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identifiable as the correct provider of service to Customers that make

misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.

18.2.3 MFN and BA will provide their respective repair contact numbers to one another on a reciprocal basis.

18.3 Customer Authorization

18.3.1 Without in any way limiting either Party's obligations under subsection 27.1, each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider.

18.3.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon request, or (b) fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.

18.3.3 Without in any way limiting MFN's obligations under subsection 27.1, MFN shall comply with Applicable Law with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. MFN shall not access (including, but not limited to, through BA OSS Services and BA Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to MFN by BA pursuant to this Agreement unless MFN has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing Customer Proprietary Network Information, MFN represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. MFN shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization).

18.3.4 BA shall have the right to monitor and/or audit MFN's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to MFN pursuant to this Agreement to ascertain whether MFN is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor MFN's access to and use of Customer Proprietary Network Information that is made available by BA to MFN pursuant to this Agreement.

19.0 DIRECTORY SERVICES ARRANGEMENTS

Subject to Section 11.0 and upon request, BA will provide directory services to MFN in accordance with the terms set forth herein. In this Section 19, references to a MFN Customer's "primary listing" shall mean such Customer's primary name, address, and telephone number, which number falls within the NXX codes directly assigned to MFN or is retained by MFN on the Customer's behalf pursuant to Number Portability arrangements with BA or any other carrier within the geographic area covered in the relevant BA directory.

19.1 Directory Listings and Directory Distributions

19.1.1 BA will include the MFN Customer's primary listing in the appropriate "White Pages" directories (residence and business listings) and "Yellow Pages" directories (business listings), as well as in any electronic directories in which BA's own customers are ordinarily included, and directory assistance databases, and will distribute such directories to such Customers in an identical manner in which it provides those functions for its own Customers. Listings of MFN's Customers will be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. Where required, MFN will pay BA the charge(s) set forth in Exhibit A for providing such service for each MFN Customer's primary listing. MFN will also pay BA's Tariffed charges, as the case may be, for additional and foreign white page listings and other white pages services for MFN's Customers. BA will not require a minimum number of listings per order.

19.1.2 Upon request by MFN, BA will make available to MFN a directory list of relevant NXX codes, the close dates, publishing data, yellow page headings and call guide close dates on the same basis as such information is provided to BA's own business offices.

19.1.3 MFN shall provide BA with daily listing information on all new MFN Customers in the format required by BA or a mutually-agreed upon industry standard format, at no charge. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. MFN will also provide BA with daily listing information showing Customers that have disconnected or terminated their service with MFN. BA will promptly provide MFN with confirmation of listing order activity, either through a verification report or a query on any listing which was not acceptable.

19.1.4 BA will accord MFN's directory listing information the same level of confidentiality which BA accords its own directory listing information, and BA shall ensure that access to MFN's directory listing information will be used solely for the purpose of providing directory services; provided, however, that should it determine to do so, BA may use or license information contained in its directory listings for direct marketing purposes so long as the MFN Customers are not separately identified as such; and provided further that MFN may identify those of its Customers that request that their names not be sold for direct marketing purposes, and BA will honor such requests to the same extent as it does for its own Customers.

19.1.5 Both Parties shall use commercially reasonable efforts to ensure the accurate listing of MFN Customer listings. BA will provide MFN with a report of all MFN customer listings no less than ninety (90) days prior to publishing date for that directory. BA will process any corrections made by MFN with respect to its listings, provided such corrections are received prior to the close date of the particular directory. BA will provide appropriate advance notice of applicable close dates.

19.1.6 MFN will adhere to all practices, standards, and ethical requirements of BA with regard to listings, and, by providing BA with listing information, warrants to BA that MFN has the right to place such listings on behalf of its Customers. BA will provide MFN, upon request, a copy of the BA listings standards and specifications manual. MFN agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, MFN agrees to release, defend, hold harmless and indemnify BA from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of BA's listing of the listing information provided by MFN hereunder.

19.1.7 BA's liability to MFN in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by MFN for such listing. In addition, MFN agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's liability to MFN's Customers in the event of a BA error in or omission of a listing shall be subject to the same limitations that BA's liability to its own Customers are subject to.

19.2 Service Information Pages

BA will include all MFN NXX codes associated with the areas to which each directory pertains, to the extent it does so for BA's own NXX codes, in any lists of such codes which are contained in the general reference portions of the directories. MFN's NXX codes shall appear in such lists in the same manner as BA's NXX information. In addition, when MFN is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at MFN request, BA will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by MFN for MFN's installation, repair and customer service and other essential local service oriented information, as agreed by the Parties, including appropriate identifying logo. Such listings shall appear in the manner agreed to by the Parties. MFN will be responsible for providing the necessary information to BA by the applicable close date for the particular directory. BA will provide MFN with the close dates and reasonable notice of any changes in said dates. BA shall not charge MFN for inclusion of this essential local service-oriented information, but reserves the right to impose charges on other information MFN may elect to submit and BA may elect to accept for inclusion in BA's white pages directories.

19.3 Yellow Pages Maintenance

The Parties agree to work cooperatively to ensure that Yellow Page advertisements purchased by Customers that switch their service to MFN (including Customers utilizing MFN-assigned telephone numbers and MFN Customers utilizing Number Portability) are maintained without interruption. BA will offer Yellow Pages services to MFN Customers on the same basis as they are offered to BA Customers.

19.4 Directory Assistance (DA) and Operator Services (OS)

19.4.1 Subject to Section 11.0 and upon request, BA will provide MFN with directory assistance and/or IntraLATA operator services in accordance with the rates and terms set forth in the Directory Assistance and IntraLATA Operator Services Agreement appended hereto as Exhibit C.

19.4.2 MFN shall arrange at its expense the trunking and other facilities required to transport to and from the designated DA and OS switch locations.

19.5 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

19.5.1 BLV permits the operator of one local carrier to request the status of access lines (conversation in progress, available to receive calls, or out of order) that are served by another local carrier. BLVI allows the operator of one local carrier to request interruption of conversation on access lines that have been determined to be in use.

19.5.2 If either Party ("Carrier A") decides or is required by a regulatory body of competent jurisdiction to offer BLV/BLVI services to enable its Customers to verify and/or interrupt calls of other Customers, the operator bureau of the other Party ("Carrier B") shall accept and respond to BLV/BLVI requests from the operator bureau of Carrier A.

19.5.3 The Local Carrier B operator shall only verify the status of the line or interrupt the line to inform the called party that another caller is attempting to reach them. The Local Carrier B operator will not complete the telephone call of the Customer initiating the BLVI request. The Local Carrier B operator will make only one BLVI attempt per operator bureau telephone request, and the applicable charges shall apply whether or not the called Customer releases the line. BLVI cannot be performed on telephone numbers utilizing a "call forwarding" feature. The operator shall respond to only one telephone number per call on requests for BLVI.

19.5.4 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties respective operator bureaus. Each

Party shall offer Interconnection for BLV/BLVI traffic at its operator services switch serving the LATA or other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4 of this Agreement. Local Carrier A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Local Carrier B.

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided in Sections 11.11, 20.2 and 20.3 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

20.2 Where there is an applicable Tariff, the rates and charges contained in that Tariff shall apply and prevail over the rates and charges shown in Exhibit A for the same services, facilities or arrangements; provided, however, that MFN may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.

20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction; provided further that MFN may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.

20.4 Upon request by BA, MFN shall, at any time and from time to time, provide to BA adequate assurance of payment of amounts due (or to become due) to BA hereunder. Assurance of payment of charges may be requested by BA if MFN (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to MFN by BA, (c) in BA's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with BA or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at BA's option, consist of (i) a cash security deposit in U.S. dollars held in an account by BA or (ii) an unconditional, irrevocable standby letter of credit naming BA as the beneficiary thereof and otherwise in form and substance satisfactory to BA from a financial institution acceptable to BA, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by BA, for the services, facilities or arrangements to be provided by BA to MFN in connection with this Agreement. To the extent that BA opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable BA Tariff or by Applicable Law, interest will be paid on any such deposit held by BA at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. BA may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to MFN in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by BA. The fact that a security deposit or a letter of credit is requested by BA hereunder shall in no way relieve MFN from compliance with BA's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to BA for the services, facilities or arrangements rendered.

21.0 INSURANCE

21.1 MFN shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law, including, without limitation, its obligations set forth in Section 24 hereof. At a minimum and without limiting the foregoing covenant, MFN shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

21.2 MFN shall name BA as an additional insured on the foregoing insurance, except with respect to Worker's Compensation Insurance.

21.3 MFN shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other proof of the foregoing insurance acceptable to BA. The certificates or other proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Bell Atlantic Telecom Industry Services; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, MFN shall require its agents, representatives, and contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by MFN or MFN's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - Rhode Island shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22.0 TERM AND TERMINATION.

22.1 This Agreement shall be effective as of the date first above written and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until April 20, 2001 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

22.2 This Agreement shall be null and void if neither Party has ordered a facility, service or arrangement hereunder by April 20, 2000.

22.3 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than nine (9) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new interconnection agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until

such time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.

22.4 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine (9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date." Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

22.5 If either Party requests renegotiation of this Agreement pursuant to Section 22.4 hereof, this Agreement shall remain in effect as set forth in this Section 22.0 until the earlier of (a) the Parties' execution of a new interconnection agreement or (b) the passage of nine (9) months after the Renegotiation Request Date. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within nine (9) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until the Parties' new interconnection agreement is executed or until such time as (a) or (b) becomes available. Upon execution of the Parties' new interconnection agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b) or (c) above.

22.6 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, **NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**

24.0 INDEMNIFICATION

24.1 BA agrees to indemnify, defend and hold harmless MFN from and against any and all Losses resulting from any claims, demands, suits, governmental proceedings, or other actions:

- (a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property of any person, arising from transactions or activities relating to this Agreement, to

the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of BA; or

(b) made, instituted, or asserted by BA's own Customer(s) against MFN arising out of MFN's provision of services to BA under this Agreement (except for a Loss as to which MFN is obligated to indemnify BA under Section 24.2(a)).

24.2 MFN agrees to indemnify, defend and hold harmless BA from and against any and all Losses resulting from any and all claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property, owned by any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of MFN; or

(b) made, instituted, or asserted by MFN's own Customer(s) against BA arising out of BA's provision of services to MFN under this Agreement (except for a Loss as to which BA is obligated to indemnify MFN under Section 24.1(a)).

24.3 Nothing in Sections 24.1 and 24.2 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

24.4 A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice has prejudiced the indemnifying Party.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

24.5 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for

personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

25.0 LIMITATION OF LIABILITY

25.1 The liability of either Party to the other Party for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate facilities, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like (collectively, "Errors") occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the period in which such Errors occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such Errors.

25.2 Neither Party shall be liable to the other Party in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including, without limitation, damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24 hereof.

26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

26.1 Performance Standards

BA shall provide Interconnection and unbundled Network Elements, and make its Telecommunication Services available for resale, all as set forth herein in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

26.2 Performance Reporting

26.2.1 At such time as BA makes available to other Telecommunications Carriers purchasing Interconnection from BA the Performance Monitoring Reports described by the FCC Order in the Application of BELL ATLANTIC Corporation, Transferee, For Consent to Transfer Control of BELL ATLANTIC Corporation and its Subsidiaries, NSD-L-96-10, Memorandum Opinion and Order (August 14, 1997) ("the FCC Merger Order"), BA shall provide MFN with the Performance Monitoring Reports applicable to MFN in accordance with the requirements of said FCC Merger Order.

26.2.2 MFN agrees that the performance information included in the Performance Monitoring Reports is confidential and proprietary to BA, and shall be used by MFN solely for internal performance assessment purposes, for purposes of joint MFN and BA assessments of service performance, and for reporting to the

Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order, for the sole purpose of enforcing BA's obligations hereunder. MFN shall not otherwise disclose this information to third parties.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

27.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of BA's application pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in BA's reasonable determination is likely to adversely affect BA's application pursuant to Section 271(d) of the Act, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s).

27.3 In the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to MFN hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to MFN, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.

28.0 MISCELLANEOUS

28.1 Authorization

28.1.1 BA is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

28.1.2 MFN is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.1.3 MFN represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

28.2 Independent Contractor; Disclaimer of Agency

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the nonperforming Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The non-performing Party shall use its commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

28.4 Confidentiality

28.4.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:

- (a) contains customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or
- (b) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or
- (c) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

28.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder

(provided that the Party wishing to disclose the other Party's Proprietary Information submits the same to the Commission or courts of competent jurisdiction, as applicable, under a request for a protective order).

28.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (e) is approved for release by written authorization of the disclosing Party; or
- (f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

28.4.4 Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

28.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Section 28.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

28.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

28.6 Taxes

28.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

28.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, Telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 28.6.6 of this Agreement of its

intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

28.6.3 Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

28.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 28.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 28.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 28.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party also complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 28.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

28.6.6 If any discount or portion of a discount in price provided to MFN under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to BA because it was anticipated that receipts from sales of BA services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the BA services would be sold to

MFN for resale, and BA is, in fact, required by Applicable Law to pay such Tax on receipts from sales of BA services to MFN, then, as between BA and MFN, MFN shall be liable for, and shall indemnify and hold harmless BA against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either MFN or BA with respect to the Tax on BA's receipts.

28.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 28.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 28.10 as well as to the following:

To Bell Atlantic:	Tax Administration Bell Atlantic Corporation 1095 Avenue of the Americas Room 3109 New York, NY 10036
To MFN:	Dennis Codlin Vice President, Legal Affairs & Assistant Secretary Metromedia Fiber Network Services, Inc. One North Lexington Avenue White Plains, New York 10601

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 28.6. Any notice or other communication shall be deemed to be given when received.

28.7 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement and that the proposed assignee is in good standing with BA. Any assignment or delegation in violation of this subsection 28.7 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party.

28.8 Billing and Payment; Disputed Amounts

28.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement.

28.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

28.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item.

The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

28.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.8.4, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 28.8.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.8.7 Charges which are not paid by the due date stated on BA's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by BA which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

28.9 Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

28.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To MFN:

Dennis Codlin
Vice President, Legal Affairs & Assistant Secretary
Metromedia Fiber Network Services, Inc.
One North Lexington Avenue
White Plains, New York 10601
Facsimile: 914/421-7688

To BA:

Director - Interconnection Services
Bell Atlantic Telecom Industry Services
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381

with copies to:

General Counsel
Bell Atlantic – Rhode Island
185 Franklin Street
Boston, MA 02110
Facsimile: 617/737-0648

Associate General Counsel – Telecom
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

28.11 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.12 No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

28.13 No Licenses

28.13.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.13.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third

party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

28.13.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.13.4 MFN agrees that the rights granted by BA hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between BA and BA's software vendors. MFN acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to MFN.

28.14 Technology Upgrades

Notwithstanding any other provision of this Agreement, BA shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that BA, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate MFN's ability to provide service using certain technologies. Nothing in this Agreement shall limit BA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. MFN shall be solely responsible for the cost and effort of accommodating such changes in its own network.

28.15 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (including, without limitation, the obligation to pay amounts owed hereunder (to include indemnification obligations) and the obligation to protect the other Party's Proprietary Information) shall survive the termination or expiration of this Agreement.

28.16 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by this reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

28.17 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

28.18 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of

either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

28.19 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

28.20 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28.21 Cooperation With Law Enforcement

BA may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by BA hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. BA shall not have the obligation to inform the Customers of MFN of such law enforcement requests, except to the extent required by Applicable Law. BA will inform MFN of such law enforcement requests, unless an appropriate governmental authority requests that notice to MFN be withheld, or such disclosure is otherwise inconsistent with Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, BA may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. BA will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by BA to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

28.22 CLEC Certification

Notwithstanding any other provision of this Agreement, BA shall have no obligation to perform under this Agreement until such time as MFN has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in Rhode Island as a local exchange carrier.

MFN - BELL ATLANTIC Interconnection Agreement for Rhode Island

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 30th day of April, 1999.

METROMEDIA FIBER NETWORK
SERVICES, INC.

BELL ATLANTIC-RHODE ISLAND

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

MFN BELL ATLANTIC Interconnection Agreement for Rhode Island

SCHEDULE 4.1

NETWORK INTERCONNECTION SCHEDULE

Rhode Island RESIDENTIAL SERVICES

BA-IP	MFN-IP	MFN Intended Implementation Date
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BA-IP(s) shall be
either the BA Tandem
or the BA End Office.

Rhode Island BUSINESS SERVICES

BA-IP	MFN-IP	MFN Intended Implementation Date
-------	--------	-------------------------------------

BA-IP(s) shall be
either the BA Tandem
or the BA End Office.

Upon the Effective Date, MFN does not intend to Interconnect with BA. Prior to Interconnection with BA, MFN and BA shall amend this Schedule.

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

- (a) MFN, at the MFN-IP in LATA in which the Traffic is to terminate.
- (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:

- (a) MFN, at the MFN-IP in which the Traffic is to terminate.
- (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

4. For 911/E911 traffic originated on MFN's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911/E911 Tandem Office serving the area in which the MFN Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable BA operator services Tandem Office.

6. For Operator Services (call completion) traffic, at the applicable BA operator services Tandem Office.

7. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.

8. For SS7 signaling originated by:

(a) MFN, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA_905).

(b) BA, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and BA-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

9. For toll free service access code (e.g., 800/888/877) database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating MFN Wire Center is located, over a CCSAC link. Alternatively, MFN may elect to interconnect through a commercial SS7 hub provider.

10. For Line Information Database ("LIDB") inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, MFN may elect to interconnect through a commercial SS7 hub provider.

11. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

MFN BELL ATLANTIC Interconnection Agreement for Rhode Island

SCHEDULE 5.6

APPLICABLE FACTORS for MFN

PIU and PLU factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
BA	MFN	ALL	0	95
MFN	BA	ALL	10	80

CUSTOMER: MFN

STATE: Rhode Island

BILLING CONTACT NAME: _____

BILLING CONTACT NUMBER: _____

BILLING CONTACT ADDRESS: _____

MFN ACNA to be used when ordering Interconnections Trunks: _____

MFN CIC to be used when ordering Interconnection Trunks: _____

Upon the Effective Date, MFN does not intend to Interconnect with BA. Prior to Interconnection with BA, MFN and BA shall amend this Schedule.

SCHEDULE 7.1.3

Billing Arrangement Options for Variable-Rated Information Services Calls

Bell Atlantic offers two billing arrangement options representing different methods for MFN and Bell Atlantic to jointly ensure that the end users making calls to the Information Provider (“IP”) programs on the Bell Atlantic platform are billed at correct rates, and that the IP’s they call are reimbursed for the use of their services. Prior to establishing working interconnection to the variable-rated services, MFN must confirm which ONE of the following two Billing Arrangement Options it will use for variable-rated Information Services Traffic, and complete acceptance testing with Bell Atlantic for that option. MFN’s choice of one or the other Billing Arrangement Option will be indicated on Appendix A (“Bell Atlantic Information Services Billing Option Selection Form”) following this Schedule 7.1.3.

Where MFN does not select either billing arrangement option, as indicated in Appendix A to this Schedule 7.1.3, MFN agrees that its Customers will not be able to complete calls to variable-rated Information Service providers on the Bell Atlantic platform, regardless of whether the Customers are served by MFN switching facilities, or by Unbundled Network Element(s) purchased by MFN.

The “Information Mass Announcement Service” (“IMAS”) product is unique to the New York Metropolitan LATA (132), and is not offered elsewhere in New York State or in the Bell Atlantic region. The Billing Arrangement options described below do not apply to IMAS traffic, which is not a variable-rated Information Service.

Option 1: BUNDLED BILLING ARRANGEMENT

A. Usage Processing

- 1a. MFN using its own facilities records originating call detail, and delivers message to Bell Atlantic over a dedicated IP trunk. Bell Atlantic makes terminating recording.
- or--
- 1b. MFN using Bell Atlantic Unbundled Network Elements for Local Switching receives originating call detail from Bell Atlantic in unrated EMR format.
2. Using the called number, MFN identifies the call as a variable-rated IP call. MFN sends the call detail record to Bell Atlantic in unrated EMR format.

Bell Atlantic rates correctly formatted messages at the price set by the Information Provider, and bills MFN for the full value of the call less the Information Service Billing Fee (“IP B&C Fee”) stated in Exhibit A. Incorrectly formatted records are not rated and no IP B&C Fee is applied. Rated messages are returned to MFN in rated EMR format.

Error messages will be returned in either unrated or rated EMR format, depending on the nature of the error. The error will be defined by appropriate indicators in the record.

“Killer” calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally-defined indicator. An IP B&C Fee is credited to MFN for these calls, although there are no charges billable to the MFN Customer.

4. MFN bills its end user for the full value of the call as shown in the rated EMR record, calculates and collects appropriate state and local taxes.
5. Bell Atlantic uses the rated message to calculate the payment due the Information Provider, and remits that amount to the IP. The Information Provider is charged for “killer” calls according to Tariff regulations.

B. Adjustments

1. Adjustment requests submitted to Bell Atlantic will be made to the Customer Account Team Center.
2. MFN must provide the following information when requesting an adjustment from Bell Atlantic for an IP call made by one of its end user Customers:
 - originating line number
 - the dialed IP subscriber number
 - the amount to be adjusted, not including tax
 - message date
 - connect time
 - conversation time
1. Bell Atlantic will follow its policy of allowing two (2) adjustments per line per year on eligible Information Provider calls. Once two adjustments have been made for an originating end user line number, no further adjustments will be made to MFN account.

C. Acceptance Testing

1. Acceptance testing between Bell Atlantic and MFN will demonstrate that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a Single Point of Contact (“SPOC”) available to the other.
2. MFN will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.

3. Bell Atlantic will examine, process, and edit such data to produce a return dataset of rated records, for delivery to MFN.
4. MFN will receive and process the Bell Atlantic data.
5. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard.

Option 2: UNBUNDLED BILLING ARRANGEMENT

A. Usage Processing

- 1a. MFN using its own facilities records originating call detail, and delivers message to Bell Atlantic over dedicated IP trunk. Bell Atlantic makes terminating recording.

--or--

- 1b. MFN using Bell Atlantic Unbundled Network Elements for Local Switching receives originating call detail from Bell Atlantic in unrated EMR format.

2. Bell Atlantic bills MFN for access to its IP platform. This charge for Access to BA IP Switching Platform replaces the standard Reciprocal Compensation charge, and is calculated in the same manner, on a per minute of use basis. The Access to BA IP Switching Platform charge is stated in Exhibit A.
3. Using the called number, MFN identifies the call as a variable-rated IP call. MFN has the option of either rating the call in its own system, or sending the call detail record to Bell Atlantic in unrated EMR format for rating ("BA IP Rating Service").
4. When MFN uses the optional Bell Atlantic rating service, Bell Atlantic receives an unrated EMR record from MFN. Bell Atlantic rates correctly formatted messages at the price set by the Information Provider, and bills MFN for the BA IP Rating Service on a per message basis, at the rate stated in Exhibit A. The per message charge applies to every rating attempt: correctly formatted messages, error records, and "killer" records.

Rated messages will be returned to MFN in rated EMR format. Error messages will be returned in either unrated or rated EMR format, depending on the nature of the error. The error will be defined by appropriate indicators in the record.

"Killer" calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally-defined indicator.

5. MFN bills its end user for the full value of the call based on rates set by the Information Provider: as shown in the rated EMR record returned from Bell Atlantic under the optional rating service, or as determined in MFN's own rating process. MFN calculates and collects appropriate state and local taxes.
6. MFN uses the rated message to calculate the payment due the Information Provider, and remits that amount to the IP. MFN may charge the Information Provider for "killer" calls according to Tariff regulations.

B. Adjustments

1. On all calls where MFN makes direct payment to the Information Provider, adjustments will be handled directly between MFN and the Information Provider.

C. Acceptance Testing

1. Acceptance Testing will be required for MFN to use the BA IP Rating Service.
2. Acceptance testing between Bell Atlantic and MFN will ensure that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a SPOC available to the other.
3. MFN will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.
4. Bell Atlantic will examine, process, and edit such data to produce a return dataset of rated records, for delivery to MFN.
5. MFN will receive and process the Bell Atlantic data.
6. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard.

APPENDIX A

**BELL ATLANTIC INFORMATION SERVICES
BILLING OPTION SELECTION FORM**

Please select desired services for VARIABLE-RATED INFORMATION SERVICES messages.

OPTION	MINIMUM PERIOD	CHARGE	SERVICE SELECTION
OPTION 1: Bundled Billing Arrangement	12 months following successful completion of acceptance test	Rated value of each call less <u>IP Billing & Collection fee</u> stated in Exhibit A.	Yes <input type="checkbox"/> No <input type="checkbox"/>
OPTION 2: Unbundled Billing Arrangement	12 months following Effective Date	Per minute of use charge for initial minute or fraction thereof, and for each additional minute or fraction thereof at the <u>Access to BA IP Switching Platform rate</u> stated in Exhibit A.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Remaining term of Option 2 following successful completion of acceptance test	Per message charge for each call detail usage record delivered to Bell Atlantic for <u>BA IP Rating Service processing</u> stated in Exhibit A.	Yes <input type="checkbox"/> No <input type="checkbox"/>

SCHEDULE 12.3

SUPPORT SERVICES FOR RESALE

1. **BA OSS SERVICES**

1.1 **Definitions**

As used in the Schedule 12.3, the following terms shall have the meanings stated below:

1.1.1 “BA Operations Support Systems” means BA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 “BA OSS Services” means access to BA Operations Support Systems functions. The term “BA OSS Services” includes, but is not limited to: (a) BA’s provision of MFN Usage Information to MFN pursuant to Section 1.3 below; and, (b) “BA OSS Information”, as defined in Section 1.1.4 below.

1.1.3 “BA OSS Facilities” means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by BA to provide BA OSS Services to MFN.

1.1.4 “BA OSS Information” means any information accessed by, or disclosed or provided to, MFN through or as a part of BA OSS Services. The term “BA OSS Information” includes, but is not limited to: (a) any Customer Information related to a BA Customer or a MFN Customer accessed by, or disclosed or provided to, MFN through or as a part of BA OSS Services; and, (b) any MFN Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, MFN.

1.1.5 “BA Retail Telecommunications Service” means any Telecommunications Service that Bell Atlantic provides at retail to subscribers that are not Telecommunications Carriers. The term “BA Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by BA.

1.1.6 “MFN Usage Information” means the usage information for a BA Retail Telecommunications Service purchased by MFN under this Agreement that BA would record if BA was furnishing such BA Retail Telecommunications Service to a BA end-user retail Customer.

1.1.7 “Customer Information” means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.2 **BA OSS Services**

1.2.1 Upon request by MFN, BA shall provide to MFN, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), BA OSS Services.

1.2.2 Subject to the requirements of Applicable Law, BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services that will be offered by BA, shall be as determined by BA. Subject to the requirements of Applicable Law, BA shall have the right to change BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services, from time-to-time, without the consent of MFN.

1.3 MFN Usage Information

1.3.1 Upon request by MFN, BA shall provide to MFN, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), MFN Usage Information.

1.3.2 MFN Usage Information will be available to MFN through the following:

- (a) Daily Usage File on Data Tape.
- (b) Daily Usage File through Network Data Mover (“NDM”).
- (c) Daily Usage File through Centralized Message Distribution System (“CMDS”).

1.3.3.1 MFN Usage Information will be provided in a Bellcore Exchange Message Records (“EMR”) format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by BA.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, MFN Usage Information will be provided to MFN shall be determined by BA.

1.5 Access to and Use of BA OSS Facilities

1.5.1 BA OSS Facilities may be accessed and used by MFN only to the extent necessary for MFN’s access to and use of BA OSS Services pursuant to the Agreement.

1.5.2 BA OSS Facilities may be accessed and used by MFN only to provide Telecommunications Services to MFN Customers.

1.5.3 MFN shall restrict access to and use of BA OSS Facilities to MFN. This Schedule 12.3 does not grant to MFN any right or license to grant sublicenses to other persons, or permission to other persons (except MFN’s employees, agents and contractors, in accordance with Section 1.5.7 below), to access or use BA OSS Facilities.

1.5.4 MFN shall not (a) alter, modify or damage the BA OSS Facilities (including, but not limited to, BA software), (b) copy, remove, derive, reverse engineer, or decompile, software from the BA OSS Facilities, or (c) obtain access through BA OSS Facilities to BA databases, facilities, equipment, software, or systems, which are not offered for MFN’s use under this Schedule 12.3.

1.5.5 MFN shall comply with all practices and procedures established by BA for access to and use of BA OSS Facilities (including, but not limited to, BA practices and procedures with regard to security and use of access and user identification codes).

1.5.6 All practices and procedures for access to and use of BA OSS Facilities, and all access and user identification codes for BA OSS Facilities: (a) shall remain the property of BA; (b) shall be used by MFN only in connection with MFN’s use of BA OSS Facilities permitted by this Schedule 12.3; (c) shall be treated by MFN as Confidential Information of BA pursuant to subsection 28.4 of the Agreement; and, (d) shall be destroyed or returned by MFN to BA upon the earlier of request by BA or the expiration or termination of the Agreement.

1.5.7 MFN’s employees, agents and contractors may access and use BA OSS Facilities only to the extent

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necessary for MFN's access to and use of the BA OSS Facilities permitted by this Agreement. Any access to or use of BA OSS Facilities by MFN's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.4 thereof and Sections 1.5.6 and 1.6.3.3 of this Schedule 12.3.

1.6 BA OSS Information

1.6.1 Subject to the provisions of this Schedule 12.3 and Applicable Law, BA grants to MFN a non-exclusive license to use BA OSS Information.

1.6.2 All BA OSS Information shall at all times remain the property of BA. Except as expressly stated in this Schedule 12.3, MFN shall acquire no rights in or to any BA OSS Information.

1.6.3.1 The provisions of this Section 1.6.3 shall apply to all BA OSS Information, except (a) MFN Usage Information, (b) CPNI of MFN, and (c) CPNI of a BA Customer or a MFN Customer, to the extent the Customer has authorized MFN to use the Customer Information.

1.6.3.2 BA OSS Information may be accessed and used by MFN only to provide Telecommunications Services to MFN Customers.

1.6.3.3 MFN shall treat BA OSS Information that is designated by BA, through written or electronic notice (including, but not limited to, through the BA OSS Services), as "Confidential" or "Proprietary" as Confidential Information of BA pursuant to subsection 28.4 of the Agreement.

1.6.3.4 Except as expressly stated in this Schedule 12.3, this Agreement does not grant to MFN any right or license to grant sublicenses to other persons, or permission to other persons (except MFN's employees, agents or contractors, in accordance with Section 1.6.3.5 below, to access, use or disclose BA OSS Information.

1.6.3.5 MFN's employees, agents and contractors may access, use and disclose BA OSS Information only to the extent necessary for MFN's access to, and use and disclosure of, BA OSS Information permitted by this Schedule 12.3. Any access to, or use or disclosure of, BA OSS Information by MFN's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.4 of the Agreement and Section 1.6.3.3 above.

1.6.3.6 MFN's license to use BA OSS Information shall expire upon the earliest of: (a) the time when the BA OSS Information is no longer needed by MFN to provide Telecommunications Services to MFN Customers; (b) termination of the license in accordance with this Schedule 12.3; or (c) expiration or termination of the Agreement.

1.6.3.7 All BA OSS Information received by MFN shall be destroyed or returned by MFN to BA, upon expiration, suspension or termination of the license to use such BA OSS Information.

1.6.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 12.3 (including, but not limited to, subsection 22.3 of the Agreement and Section 1.7.1 above), MFN's access to BA OSS Information through BA OSS Services shall terminate upon the expiration or termination of the Agreement.

1.6.5.1 Without in any way limiting subsection 18.3 of the Agreement, BA shall have the right (but not the obligation) to audit MFN to ascertain whether MFN is complying with the requirements of Applicable Law and this Agreement with regard to MFN's access to, and use and disclosure of, BA OSS Information.

1.6.5.2 Without in any way limiting any other rights BA may have under the Agreement or Applicable

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Law, BA shall have the right (but not the obligation) to monitor MFN's access to and use of BA OSS Information which is made available by BA to MFN pursuant to this Agreement, to ascertain whether MFN is complying with the requirements of Applicable Law and this Agreement, with regard to MFN's access to, and use and disclosure of, such BA OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor MFN's access to and use of BA OSS Information which is made available by BA to MFN through BA OSS Facilities.

1.6.5.3 Information obtained by BA pursuant to this Section 1.6.5 shall be treated by BA as Confidential Information of MFN pursuant to subsection 28.4 of the Agreement; provided that, BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.6.5 to enforce BA's rights under the Agreement or Applicable Law.

1.6.6 MFN acknowledges that the BA OSS Information, by its nature, is updated and corrected on a continuous basis by BA, and therefore that BA OSS Information is subject to change from time to time.

1.7 Liabilities and Remedies

1.7.1 Any breach by MFN, or MFN's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if MFN or an employee, agent or contractor of MFN at any time breaches a provision of Sections 1.5 or 1.6 above and such breach continues for more than ten (10) days after written notice thereof from BA, then, except as otherwise required by Applicable Law, BA shall have the right, upon notice to MFN, to suspend the license to use BA OSS Information granted by Section 1.6.1 above and/or the provision of BA OSS Services, in whole or in part.

1.7.2 MFN agrees that BA would be irreparably injured by a breach of Sections 1.5 or 1.6 above by MFN or the employees, agents or contractors of MFN, and that BA shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.8 Relation to Applicable Law

The provisions of Sections 1.5, 1.6 and 1.7 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by BA of any right with regard to protection of the confidentiality of the information of BA or BA Customers provided by Applicable Law.

1.9 Cooperation

MFN, at MFN's expense, shall reasonably cooperate with BA in using BA OSS Services. Such cooperation shall include, but not be limited to, the following:

1.9.1 Upon request by BA, MFN shall by no later than the fifteenth (15th) day of each calendar month submit to BA reasonable, good faith estimates (by central office or other BA office or geographic area designated by BA) of the volume of each BA Retail Telecommunications Service for which MFN anticipates submitting orders in each week of the next calendar month.

1.9.2 Upon request by BA, MFN shall submit to BA reasonable, good faith estimates of other types of transactions or use of BA OSS Services that MFN anticipates.

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1.9.3 MFN shall reasonably cooperate with BA in submitting orders for BA Retail Telecommunications Services and otherwise using the BA OSS Services, in order to avoid exceeding the capacity or capabilities of such BA OSS Services.

1.9.4 MFN shall participate in cooperative testing of BA OSS Services and shall provide assistance to BA in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in BA OSS Services.

1.10 BA Access to Information Related to MFN Customers

1.10.1 BA shall have the right to access, use and disclose information related to MFN Customers that is in BA's possession (including, but not limited to, in BA OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the MFN Customer in the manner required by Applicable Law.

1.10.2 Upon request by BA, MFN shall negotiate in good faith and enter into a contract with BA, pursuant to which BA may obtain access to MFN's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit BA to obtain information related to MFN Customers (as authorized by the applicable MFN Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

2. BELL ATLANTIC PRE-OSS SERVICES

2.1 As used in this Schedule 12.3, "BA Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a BA OSS Service and which BA offers to provide to MFN prior to, or in lieu of, BA's provision of the BA OSS Service to MFN. The term "BA Pre-OSS Service" includes, but is not limited to, the activity of placing orders for BA Retail Telecommunications Services through a telephone facsimile communication.

2.2 Subject to the requirements of Applicable Law, the BA Pre-OSS Services that will be offered by BA shall be as determined by BA and BA shall have the right to change BA Pre-OSS Services, from time-to-time, without the consent of MFN.

2.3 Subject to the requirements of Applicable Law, the prices for BA Pre-OSS Services shall be as determined by BA and shall be subject to change by BA from time-to-time.

2.4 The provisions of Sections 1.5 through 1.9 above shall also apply to BA Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.5 through 1.9 above to BA OSS Services shall be deemed to include BA Pre-OSS Services; and, (b) references in Sections 1.5 through 1.9 above to BA OSS Information shall be deemed to include information made available to MFN through BA Pre-OSS Services.

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in BA's Tariffs or, in the absence of an applicable BA Tariff price, in Exhibit A or, if not set forth in either, as may be determined by BA from time to time. If BA at any time offers another resale support service the prices for which are not stated in BA's Tariffs or Exhibit A, BA shall have the right to revise Exhibit A to add such prices.

EXHIBIT A

INTRODUCTION TO RHODE ISLAND PRICING SCHEDULE

Exhibit A contains rates the Parties shall charge on a reciprocal basis for the specific services identified herein.

Except as otherwise provided for in this Agreement, when the Commission approves actual rates in Rhode Island PUC Case No. 2681, those rates shall apply to any network element or service provided by BA to MFN under this Agreement.

If the Commission approves additional or different rates and/or rate structures at a later time, unless otherwise agreed to by the Parties herein, the rates and/or rate structures established by the Commission at a later time shall become the rates and/or rate structures established herein.
The Parties agree that those rates and/or rate structures shall be applied prospectively only.

**Bell Atlantic – Rhode Island and MFN
PRICING SCHEDULE¹**

BA Services, Facilities, and Arrangements:**I. Call Transport & Termination**

	BA Service	Non-recurring	Recurring
1a.	Blended Rate for Reciprocal Compensation Traffic delivered to a BA-IP or to an MFN IP	\$0.008/minute of use (mou)	
1b.	Rate for Reciprocal Compensation Traffic delivered to a BA-IP or to an MFN IP	\$.017806*/mou (Peak) End Office Termination \$0.005210*/mou (Off-Peak) End Office Termination \$0.027867*/mou (Peak) Tandem Termination \$0.006773*/mou (Off-Peak) Tandem Termination Charged in accordance with Section 5.7, as appropriate.	
2.	Access charges for termination of intrastate and interstate Toll Traffic	Per BA FCC No. 1 interstate and RIPUC No. 20 intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU factors, as appropriate)	
3.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per BA FCC No. 1 interstate and RIPUC No. 20 intrastate access tariffs for Feature Group D service.	

* All rates and/or rate structures set forth herein, that are marked with an asterisk (“*”), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal. At such time as such permanent rates and/or rate structures have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates and/or rate structures, which Exhibit AA the Parties shall update periodically as necessary.

II. Intrastate Physical Collocation

Pending approval of rates and/or rate structures filed for intrastate physical collocation, all intrastate physical collocation services shall be charged at rates found in Rhode Island RIPUC Tariff No. 20.

III. Information Services Billing and Collection

- A. Information Service Billing Fee ("IP B&C Fee") \$0.05 per call
- B. Variable-rated Information Services rates:
 - (1) Access to BA IP Switching Platform \$0.03 per minute of use
 - (2) BA IP Rating Service \$0.03 per message

IV. Transit Service

A. Tandem Transit Service

Rates: (Peak)# = \$0.008381* per minute
 (Off-Peak)# = \$0.001563* per minute

#Note: In addition a passthrough of other carrier's terminating charges shall apply.

B. Dedicated Transit Service

		Monthly charges
(1) 1.544 Mbps Connection:	2(DS-1 SAC)#	\$ 5.08*
(2) 45 Mbps Connection:	2(DS-3 SAC)#	\$90.26*

#Rate = twice the applicable charge for the appropriate Service Access Charge ("SAC")

	Non-recurring charges
<u>Standard Interval</u>	
(3) Service Order Charge	\$24.53* (per order)
(4) Service Connection Charge	\$44.66* (per connection)
(5) Service Installation Charge	\$11.98* (per connection)

<u>Expedited Interval</u>	
(3) Service Order Charge	\$36.31* (per order)
(4) Service Connection Charge	\$59.66* (per connection)
(5) Service Installation Charge	\$15.88* (per connection)

V. Interim Telecommunications Number Portability

A. Monthly Recurring Charges

Rate per Business Number = \$2.00
 Rate per Residential Number = \$1.00

No additional charges shall apply for interim number portability, including additional per-path, per-port, or usage-related charges, except for third Party and collect calls.

B. Non-recurring Charge

Rate = \$20 per ported number

Non-recurring charges only apply when interim number portability is ordered separately from an unbundled loop.

C. Access Revenues Associated with Ported Numbers

In accordance with subsection 14.5 of the Agreement

VI. Unbundled Database Access**A. 800/888 Database**

Reciprocal Compensation: 800 Database (refer to I above)
(charged to originating Party).

800 Database query: \$0.001209* per query

B. LIDB

LIDB Database query \$0.001514* per query

VII. Unbundled Local Loops**A. Monthly Recurring Charges**

(1) ULL facility: ULL type	Statewide
(per month)	
2-Wire Analog Voice Grade	\$21.69*
4-Wire Analog Voice Grade	\$21.69*
2-Wire ISDN Digital Grade	\$47.22*
4-Wire DS-1-Compatible Digital Grade	\$262.32*
2 Wire ADSL Loops	TBD
2 Wire & 4 Wire HDSL Loops	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD

(2) Service Access Charge: ULL type	(per month)
Voice Grade/DS-0	\$0.40*
DS-1	\$2.54*

B. Non-Recurring Charges

(1) Service Order Charge (per order)

ULL Type	Standard Interval			Expedite		
	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	0*	\$10.55*	\$14.72*	0*	\$15.61*	\$21.78*
4-Wire Analog Voice Grade	0*	\$10.55*	\$14.72*	0*	\$15.61*	\$21.78*
2-Wire ISDN Digital Grade	\$6.32*	\$16.86*	\$21.02*	\$9.35*	\$24.96*	\$31.13*
4-Wire DS-1-Comp.Digital Gr.	\$66.87*	\$66.87*	\$66.87*	\$99.00*	\$99.00*	\$99.00*
2 Wire ADSL Loops	TBD	TBD	TBD	TBD	TBD	TBD
2 Wire & 4 Wire HDSL Loops	TBD	TBD	TBD	TBD	TBD	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD	TBD	TBD	TBD	TBD	TBD

(2) Service Connection Charge: (per loop)

ULL Type	Service Connection: Standard	Service Connection: CO Wiring
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2-Wire Analog Voice Grade	\$46.74*	\$23.55*
4-Wire Analog Voice Grade	\$46.74*	\$23.55*
2-Wire ISDN Digital Grade	\$46.74*	\$23.55*
4-Wire DS-1-Comp.Digital Gr.	\$129.53*	\$48.38*
2 Wire ADSL Loops	TBD	TBD
2 Wire & 4 Wire HDSL Loops	TBD	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD	TBD

(3) Installation Dispatch (per dispatch)				
ULL Type	Installation Dispatch (per dispatch)			TC Not Ready
	1 ULL	2-9 ULL	10+ ULL	(per occasion)
2-Wire Analog Voice Grade	\$45.88*	\$54.11*	\$61.03*	\$43.88*
4-Wire Analog Voice Grade	\$45.88*	\$54.11*	\$61.03*	\$43.88*
2-Wire ISDN Digital Grade	\$45.88*	\$54.11*	\$61.03*	\$43.88*
4-Wire DS-1-Comp.Digital Gr.	\$61.46*	\$61.46*	\$61.46*	\$43.88*
2 Wire ADSL Loops	TBD	TBD	TBD	TBD
2 Wire & 4 Wire HDSL Loops	TBD	TBD	TBD	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD	TBD	TBD	TBD

(4) Manual Intervention Surcharge (where mechanized interface available but not used)						
Standard Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$36.22*	\$70.91*	\$323.66*	\$12.12*	\$12.12*	\$12.12*
4-Wire Analog Voice Grade	\$36.22*	\$70.91*	\$323.66*	\$12.12*	\$12.12*	\$12.12*
2-Wire ISDN Digital Grade	\$36.22*	\$70.91*	\$323.66*	\$12.12*	\$12.12*	\$12.12*
4-Wire DS-1-Comp.Digital Gr.	\$7.14*	\$7.14*	\$7.14*	\$0.00	\$0.00*	\$0.00*
2 Wire ADSL Loops	TBD	TBD	TBD	TBD	TBD	TBD
2 Wire & 4 Wire HDSL Loops	TBD	TBD	TBD	TBD	TBD	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD	TBD	TBD	TBD	TBD	TBD
Expedited Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$53.63*	\$104.98*	\$479.19*	\$12.12*	\$12.12*	\$12.12*
4-Wire Analog Voice Grade	\$53.63*	\$104.98*	\$479.19*	\$12.12*	\$12.12*	\$12.12*
2-Wire ISDN Digital Grade	\$53.63*	\$104.98*	\$479.19*	\$12.12*	\$12.12*	\$12.12*
4-Wire DS-1-Comp.Digital Gr.	\$10.56*	\$10.56*	\$10.56*	\$0.00	\$0.00*	\$0.00*
2 Wire ADSL Loops	TBD	TBD	TBD	TBD	TBD	TBD
2 Wire & 4 Wire HDSL Loops	TBD	TBD	TBD	TBD	TBD	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD	TBD	TBD	TBD	TBD	TBD

(5) Misdirected Trouble Dispatches (charge per occasion)

(a)	Dispatch IN (to Central Office)	\$ 80.41*
(b)	Dispatch IN (EXPEDITE)	\$107.77*
(c)	Dispatch OUT (to Customer Premise)	\$120.81*
(d)	Dispatch OUT (EXPEDITE)	\$162.41*

VIII. Unbundled IOF**A. Monthly Recurring Charges**

(1) Dedicated Transport:		
Facility (per month)	Interoffice Mileage FIXED	Interoffice Mileage/ MILE
DS-1	\$180.32*	\$0.89*
DS-3	\$1,404.11*	\$24.97*
OC-3	\$2,568.84*	\$74.91*
OC-12	\$6,377.45*	\$299.62*

(2) Service Access Charge: IOF		(per month)
	DS-1	\$ 2.54*
	DS-3	\$45.13*
	OC-3	\$26.71*
	OC-12	\$26.71*

(3) Unbundled Multiplexing		
DS-1 to DS-0 (1/0 Mux)	(per mux/per month)	\$279.99*
DS-3 to DS-1 (3/1 Mux)	(per mux/per month)	\$299.82*

B. Non-Recurring Charges

Standard Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$24.53*	\$24.53*	\$24.53*	\$24.53*
(2) Manual Intervention Surcharge (per order)	\$0.00*	\$0.00*	\$0.00*	\$0.00*
(3) ServiceConnection: Provisioning (per facility)	\$210.34*	\$210.34*	\$210.34*	\$240.99*
(4) Service Connection: Installation (per facility)	\$165.24*	\$365.44*	\$365.44*	\$458.36*
Expedited Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$36.31*	\$36.31*	\$36.31*	\$36.31*
(2) Manual Intervention Surcharge (per order)	0*	0*	0*	0*
(3) ServiceConnection: Provisioning (per facility)	\$230.33*	\$230.33*	\$230.33*	\$264.57*
(4) Service Connection: Installation (per facility)	\$219.17*	\$484.70*	\$484.70*	\$607.95*

IX. Unbundled Common Channel Signaling and Call-Related Database Access

Rate Element	UNIT	RATE
TC Switched Service-Optional Features		
<u>SS7 Signaling Modifications</u>		
Re-Home D-Link	Per Pair	\$211.45*
A-Link to D-Link Conversion	Per Pair	\$158.59*
Change in Hub Providers	Per Pair	\$105.73*
NPA/NXX Input Charge	Per 10 Codes	\$26.43*
<u>Common Channel Signaling</u>		
STP Port	Port/Month	\$1,427.45*
Service Access Charge	Port/Month	\$0.40*
Signaling Usage Rate	Per Message	\$0.000212*
Assumed Usage	Port/month	\$0.200000*
Service Order Charge	Per Request	\$66.87*
STP Order Processing Charge	Per Request	\$299.37*
Installation Charge	Per Pair	\$110.11*
<u>STP Translation Charges: A-Links</u>		
Basic ISUP	Per STP Pair	\$158.59*
ISUP + TCAP	Per STP Pair	\$211.45*
800 DB Queries	Per STP Pair	\$105.73*
LIDB Queries	Per STP Pair	\$105.73*
Class Features	Per STP Pair	\$105.73*
NPA/Nxx Input Charge	Per 10 Codes	\$26.43*
Calling Name	Per STP Pair	\$105.73*
AIN Queries (BA)	Per STP Pair	\$105.73*
TC to TC (Telephone Carrier)	Per STP Pair	\$158.59*
<u>STP Translation Charges: D-Links</u>		
Basic ISUP	Per STP Pair	\$264.32*
ISUP + TCAP	Per STP Pair	\$370.04*
800 DB Queries	Per STP Pair	\$105.73*
LIDB Queries	Per STP Pair	\$105.73*
Class Features	Per STP Pair	\$105.73*
NPA/Nxx Input Charge	Per 10 Codes	\$26.43*

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Calling Name	Per STP Pair	\$105.73*
AIN Queries (BA)	Per STP Pair	\$158.59*
TC to TC (Telephone Carrier)	Per STP Pair	\$158.59*
Subsequent STP Translations	TC Orig. Pt.	\$52.86*
End Office Translations	TC Orig. Pt.	\$8.99*
<u>Testing Set-Up</u>	<u>Per TC Switch & TELCO STP Pair</u>	
MTP: Levels 2 & 3		\$490.02*
ISUP		\$490.02*
800 DB Queries		\$61.25*
LIDB Queries		\$61.25*
Class Features		\$61.25*
Calling Name		\$61.25*
<u>Testing</u>	<u>Per TC Switch & TELCO STP Pair</u>	
MTP: Levels 2 & 3		\$980.04*
ISUP		\$1,470.06*
800 DB Queries		\$122.51*
LIDB Queries		\$61.25*
Class Features		\$61.25*
Calling Name		\$61.25*

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Service Management System

Rate Element	UNIT	RATE
<u>Development Charges</u>		
Service Establishment (NRC)		ICB
Service Creation Access Port	Port/month	ICB
Service Creation Usage		
Remote Access	Per day	ICB
On-Premise Access	Per day	ICB
Certification & Testing	Per hour (rounded to 1/4 hr.)	ICB
Help Desk Support	Per hour (rounded to 1/4 hr.)	ICB
AIN ISCP Record Provisioning	Per 15 min.	ICB
<u>Deployment Charges</u>		
AIN ISCP & Record Charge	Per line/month	ICB
AIN ISCP Query & Resp. Message Charge	Per ACU/Query	ICB
Trigger Charge	Per Query	ICB
SS& Transport for AIN Message	Per Query	ICB

X. Operations Support Systems

A. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements:

OSS for UNE Providers		
(1) Access to Electronic Interface	(per month)	\$4,993.00*
(2) Transaction Cost	(per transaction)	\$1.24*
(3) Customer Record Retrieval	(per view)	\$0.13*
(4) Record Change Charge	(per change)	\$11.15*
(5) Design Change Charge	(per change)	\$11.15*
(6) Customer Loop Information	(per loop)	\$9.12*
(7) Data entry search (15 minute period)	(per period)	\$11.15*
(8) Out of scope request	(per request)	ICB

B. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale:

OSS for Resellers		
(1) Recurring Establishment Charge	(per month)	\$2,606.00*
(2) Non-recurring establishment charge	(per transaction)	\$1.24*
(3) Electronic Interface Maintenance Chg	(per transaction)	\$0.40*
(4) Complex Order Charge	(per line)	\$16.27*
(5) Service Center Maintenance Charge	(resold line/month)	\$0.21*
(6) Customer Record Retrieval	(per view)	\$0.13*

XI. 911/E911 Interconnection

Monthly Rate:

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A. \$252.00* per month for an unequipped DS1 Port and \$100* per month per voice grade trunk activated and equipped on the DS1 port.

B. \$0.05* per line per month for unbundled local Switching Element.

XII. Wholesale Discounts

Wholesale discounts are as set forth in the RIPUC No. 22 Tariff, as amended from time to time.

Month- to- month discounts (per qualifying retail rate):

A. Where MFN purchases BA-provided Operator Services

(1) Business 18.78%*

(2) Residence 17.30%*

B. Where MFN does not purchase BA Operator Services

(1) Business 20.25%*

(2) Residence 19.04%*

XIII. A. Unbundled Directory Assistance Services

(1) Directory Assistance

(Per Request)

Each Request for Information per one telephone number, with BA branding

\$0.388269*

Each Request for Information per one telephone number, with CLEC branding

\$0.388269*

Each Request for Information per one telephone number, without branding

\$0.319448*

Branding surcharge per call (if applicable)

\$0.068821*

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(2) Directory Assistance Call Completion

DA Request + Call Completion (DACC) #

Each Request for Information per one telephone
number, with CLEC branding or with NYNEX branding
plus call completion

\$0.663132*

Each Request for Information per one telephone
number, without branding plus call completion

\$0.594311*

DACC Surcharge per call

\$0.274863*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

(3) Direct Access to Directory Assistance (DADA)

Monthly Access Charge

\$4,000.00*

Each Search Request

\$0.0380*

(4) Bell Atlantic recording of MFN Branding Announcement

ICB*

Rate

B. Inward Operator Services #

(1) BLV (per work second)

\$0.026529*

(2) BLV/I (per work second)

\$0.026529*

(3) Branding surcharge per call (if applicable)

\$0.068821*

C. 0+/Mechanized Operator Calls #

(1) Calling Card (per request)

\$0.246826*

(2) Collect (per request)

\$0.216232*

(3) Third Number (per request)

\$0.216232*

(4) Branding surcharge per call (if applicable)

\$0.068821*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

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D. 0-Operator Handled Calls #

(1)	Per work second	\$0.014077*
(2)	Collect & Bill to Third Number (per request)	\$0.216232*
(3)	Branding surcharge per call (if applicable)	\$0.068821*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

E. (Reserved for Future Use)

		<u>Recurring</u>	<u>Non-recurring</u>
F.	TOPS Trunk Port (DS1 port)	\$400.08*	\$136.05*
	Service Access Charge		
	-Per TOPS Port (DS-1)	\$2.54*	N/A
G.	IOF mileage for Dedicated Trunk	\$180.32*	
	Transport		
	Mileage charge, per mile per month	\$0.89*	

XIV. Customer Usage Detail Charges

Record Charges

• Per record processed (EMR format)	\$0.004103*
• Per record processed (Tandem Subtending Arrangement/EMR)	\$0.004103*
• Per record transmitted	\$0.000118*
• Per tape/cartridge	\$20.12*

XV. Time and Materials Charges

Labor Rate, Per Hour or Fraction thereof

• Service Representative - Regular	\$44.58*
• Service Representative - Expedited	\$66.00*
• Technician - Regular	\$43.28*
• Technician - Expedited	\$58.07*

XVI. Unbundled Local Switching**A. Monthly Recurring Charges**

Dedicated Local Switch Ports	Statewide
(per month)	
(1) Local Switching Analog Port	\$5.56*
(2) Local Switching Integrated DLC Port (TR-08) per DS1 port	\$179.52*
(3) Local Switching DS1 DID/DOD/PBX Port per DS1 trunk port	\$343.92*
(4) Local Switching ISDN-BRI Port	\$51.55*
(5) Local Switching ISDN-PRI Port	\$797.70*
(6) Local Switching Digital Trunk Port per DS1	\$343.92*

Local Switching Port Additives (Features)	Statewide
(per month)	
(1) Centrex	\$0.946300*
(2) Ringmate	\$1.109300*
(3) Three-Way Calling	\$0.651500*
(4) Speed Calling	\$0.005100*
(5) Call Waiting	\$0.002300*
(6) Call Forwarding - Don't Answer	\$0.000500*
(7) Call Forwarding - Busy	\$0.000500*
(8) Call Forwarding - Variable	\$0.001300*

Local Switching Usage	Statewide
(per minute of use)	
(1) Local Switching Trunk Port - (PEAK)	\$0.002402*
(2) Local Switching Trunk Port -(OFF-PEAK)	\$0.000000*
(3) Local Switching Usage - (PEAK)	\$0.015404*
(4) Local Switching Usage - (OFF-PEAK)	\$0.005210*

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Shared Interoffice Trunking and Tandem Resources	Statewide
(per minute of use)	
(1) Unbundled Shared Tandem Transport Charge (UTTC) (PEAK)	\$0.001680*
(2) Unbundled Shared Tandem Transport Charge (UTTC) (OFF-PEAK)	\$0.00000*
(3) Unbundled Tandem Transit Switching Charge (TTS) (PEAK)	\$0.008381*
(4) Unbundled Tandem Transit Switching Charge (TTS) (OFF-PEAK)	\$0.001563*
(5) Unbundled Common Transport Charge (UCTC) (PEAK)	\$0.004082*
(6) Unbundled Common Transport Charge (UCTC) (OFF-PEAK)	\$0.000000*
(7) Unbundled Toll Common Transport Charge (UTCTC) (PEAK)	\$0.006094*
(8) Unbundled Toll Common Transport Charge (UTCTC) (OFF-PEAK)	\$0.000313*

Service Access Charge: Switching	(per month)
Voice Grade/DS-0	\$0.40*
DS-1	\$2.54*
DS-3	\$45.13*

B. Non-Recurring Charges

End Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0.00*	\$0.00*
(2) Manual Intervention Surcharge (per order)	\$22.29*	\$33.00*
(3) Service charge (per port)	\$151.18*	\$195.13*
(4) Installation (CO wiring) (per port)	\$18.20*	\$24.14*

End Office Line Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0.00*	\$0.00*
(2) Manual Intervention Surcharge (per order)	\$22.29*	\$33.00*
(3) Service charge (per port)#	\$15.12*	\$15.12*
(4) Installation (CO wiring) (per port)#	\$11.98*	\$11.98*

Integrated DLC ports are priced on an Individual Case Basis

Switching Feature Activation	Standard Interval
Per order	
(1) Call Forwarding – Busy	\$1.00*
(2) Call Forwarding - Don't Answer	\$1.00*
(3) Call Forwarding – Variable	\$1.00*
(4) Call Waiting	\$1.00*
(5) Centrex Intercom Dialing	\$1.00*
(6) Custom Ringing	\$1.00*
(7) Speed Calling	\$1.00*

Miscellaneous Switching Charges	Standard Interval
(1) Network Design Request (per hour)	\$63.93*
(2) Line Port Traffic Study Set-Up (per study)	\$81.04*
(3) Line Port Traffic Study (per week)	\$56.17*

XVII. Unbundled Tandem Switching

A. Monthly Recurring Charges

Dedicated Tandem Switch Ports	All Zones
(per month)	
(1) Tandem Switching Digital Trunk Port	\$399.84*

Tandem Switching Usage	All Zones
(per minute of use)	
(1) Tandem Trunk Port (PEAK)	\$0.003409*
(2) Tandem Trunk Port (OFF-PEAK)	\$0.000000*
(3) Tandem Usage (PEAK)	\$0.001563*
(4) Tandem Usage (OFF-PEAK)	\$0.001563*

B. Non-Recurring Charges

Tandem Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per port)	\$0*	\$0*
(2) Manual Intervention Surcharge (per port)	\$22.29*	\$33.00*
(3) Service charge (per order)	\$178.70*	\$229.96*
(4) Installation (CO wiring) (per port)	\$18.20*	\$24.14*

EXHIBIT B
NETWORK ELEMENT BONA FIDE REQUEST

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the Network Element Requested must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request, quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

EXHIBIT C

**DIRECTORY ASSISTANCE AND INTRALATA
OPERATOR SERVICES AGREEMENT**

THIS AGREEMENT is made, effective this ____ day of _____ 19____, by and between **Bell Atlantic** - _____, **Inc.**, (hereinafter referred to as "Bell Atlantic"), a _____ corporation, with offices at _____, and _____, hereinafter referred to as "Carrier", a _____ corporation with offices at _____.

1. SCOPE AND TERM OF AGREEMENT

1.1 Scope This Agreement sets forth the terms and conditions which shall govern the use of and payment for Directory Assistance (DA) Service and IntraLATA Operator Service (hereinafter collectively referred to as "Services") to be provided by Bell Atlantic, or its affiliated companies, to Carrier. Carrier shall subscribe to and pay for Services for Carrier's local exchange Customers in the _____ LATA(s).

1.2 Term The initial term of this Agreement shall be one (1) year and commence as of 12:01 a.m. on the date first written above. At the end of this initial term, or any subsequent renewal term, this Agreement shall automatically renew for an additional period of one (1) year unless either party provides written notice to the other of its intent to terminate at least three (3) months prior to the expiration of the then current term.

2. DESCRIPTION OF SERVICES

2.1 Directory Assistance (DA) Service

a) Directory Assistance Service shall consist of the provisioning of telephone number listings by Bell Atlantic operators in response to calls from Carrier's local exchange Customers located in the LATA(s) designated in Section 1.1.

b) A maximum of two requests for telephone numbers will be accepted per DA call. A "DA call" as used in this Agreement shall mean a call answered by or forwarded to Bell Atlantic, regardless of whether a telephone number is requested, provided, or available. The listings that will be available to Carrier's Customers are those telephone numbers that are listed in Bell Atlantic's DA records for the LATA(s) designated in Section 1.1.

2.2 IntraLATA Operator Services (OS) IntraLATA Operator Services consist of the live and automated processing of local and IntraLATA toll call completion operator services specified in Appendix B. These include the processing of collect, card and bill-to-third party calls; busy line verification; Customer requested interrupt; and other assistance to Carrier's local exchange Customers located in the LATA(s) designated in Section 1.1.

2.3 Customized Branding Customized Branding is a service that permits the Carrier to deliver a customized announcement to its callers, identifying the Carrier as the Customer service provider. Carrier shall provide the information and materials needed for the recorded announcement, as specified by Bell Atlantic. Customized Branding may also require that the Carrier maintain dedicated trunking arrangements to the designated Bell Atlantic DA or Operator Services switch locations.

2.4 End User Billing Bell Atlantic will provide Carrier with unrated EMR records for use in the billing of Carrier's end users for Services. The rating, billing, and settlement of end-user charges for the calls are the responsibility of Carrier.

2.5 Service Methods Bell Atlantic agrees to provide Services in accordance with Bell Atlantic's service standards and methods. Bell Atlantic will notify Carrier in writing of any significant policy changes to operator services

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or directory assistance standards and methods prior to implementation.

2.6 Customized Service Features and Options Carrier may request custom-designed service features or optional services to be provided in conjunction with the Services hereunder. Upon mutual agreement of the parties, such features and options will be provided pursuant to this Agreement. Bell Atlantic, if requested, shall provide Carrier with an estimate of the charges for such custom-designed supplements, changes, or options prior to implementation.

3. COMMENCEMENT AND IMPLEMENTATION OF SERVICE

3.1 Required Information Each party shall make good-faith efforts to carry out its respective responsibilities in meeting a jointly established schedule for implementation. All records and other required information specified in Appendix C, as well as a fully completed Technical Questionnaire, will be furnished by Carrier within forty-five (45) days following the effective date of this Agreement. Notices of any changes, additions, or deletions to such records and information shall be provided promptly in writing by Carrier to Bell Atlantic. Bell Atlantic will review these change requests and determine any potential impact on the cutover date. Written confirmation of any impact will be provided to Carrier.

3.2 Test Date Bell Atlantic and Carrier will arrange for joint testing of Service(s) for Carrier's local exchange Customer in the LATA(s) designated in Section 1.1. This Test Date will occur within ninety (90) days after Carrier has provided a complete and accurate Technical Questionnaire to Bell Atlantic, unless mutually agreed otherwise.

3.3 Cutover Date The Cutover Date for Service(s) provided under this Agreement shall be the date on which the Service(s) are available to all of Carrier's local exchange Customers in the LATA(s) designated in Section 1.1.

3.4 Service Review Meetings Bell Atlantic will meet and confer with Carrier during the term of this Agreement to review and discuss the Services provided under this Agreement. The times for meetings will be established by mutual agreement of the parties.

4. EQUIPMENT AND FACILITIES

4.1 Bell Atlantic will establish and maintain such equipment and related facilities as may be necessary to perform the Services under this Agreement, provided that Carrier furnishes Bell Atlantic the information specified in Appendix C, and any changes in such information, in a timely and accurate manner. Any additional services that Carrier seeks during the term of this Agreement will be subject to mutual agreement and the availability of facilities and equipment.

4.2 Carrier will provide and maintain such equipment within its premises as is necessary to permit Bell Atlantic to perform the agreed-upon Services in accordance with Bell Atlantic standard equipment operation and traffic operation procedures.

4.3 Carrier Transport

a) Carrier shall, at its expense, arrange for and establish the trunking and other transport, interface, Collocation, and signaling arrangements as required by Bell Atlantic to provide Services to Carrier, including but not limited to, the transportation of DA/OS traffic to the Bell Atlantic designated switches for processing and from the same switches for completion. Separate dedicated trunks for each NPA and/or LATA may be required. Any trunks or other transport and that Carrier obtains from Bell Atlantic to deliver Carrier's calls to and from Bell Atlantic shall be provided pursuant to the applicable Tariffs, Interconnection Agreement, or other contractual arrangements, and not under this Directory Assistance and Operator Services Agreement. Bell Atlantic agrees to coordinate the scheduling of Services to be provided under this Agreement with the scheduling of any trunking or related services provisioned by Bell Atlantic under such Tariffs or other contractual arrangements.

b) Carrier shall specify the number of trunks required for Services. Carrier must provide trunks with operator services signaling directly to the locations designated by Bell Atlantic. Bell Atlantic shall provide Carrier at least three

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(3) months advance notice in the event of any change in a designated location.

5. PAYMENT FOR SERVICES

5.1 Rates Carrier agrees to subscribe to and pay for the Services and options selected in Appendix A. Carrier shall pay the rates set forth in Appendix A, subject to such obligations as Bell Atlantic may have under the Telecommunications Act of 1996, and the FCC and state regulations and decisions thereunder, to set cost-based rates for unbundled Network Elements. Specifically, when a regulatory body of competent jurisdiction has duly

approved the rates under which Bell Atlantic is required to provide Services to Competitive Local Exchange Carriers (hereinafter referred to as "CLEC rates"), Bell Atlantic shall charge, and Carrier shall pay, such CLEC rates for the applicable Services.

5.2 Settlements Carrier shall render payment to Bell Atlantic net thirty (30) calendar days from the date of delivery of the Services or from the date of billing for the Services, whichever occurs later. Carrier shall pay interest on any amount overdue at the rate specified for late payments in the Interconnection Agreement between Bell Atlantic and Carrier.

5.3 Billing Disagreements Carrier may, in good faith, dispute part or all of an invoice provided by Bell Atlantic. Billing disputes will be resolved by the method specified in the Interconnection Agreement between Bell Atlantic and Carrier.

5.4 Taxes The rates specified in this Agreement are exclusive of all taxes, duties, or similar charges imposed by law. Carrier shall be liable for and shall reimburse Bell Atlantic for any sales, use, excise, or other taxes applicable to the Services performed under this Agreement.

5.5 Carrier's Customers Carrier shall be responsible for all contacts and arrangements with its Customers concerning the provision and maintenance, and the billing and collection, of charges for Services furnished to Carrier's Customers.

6. DEFAULTS AND REMEDIES

6.1 Defaults If Carrier defaults in the payment of any amount due hereunder, or if Bell Atlantic materially fails to provide Services as agreed hereunder, and such default or failure shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement with thirty (30) days written notice.

6.2 Carrier Remedies In the event that Bell Atlantic, through negligence or willful misconduct, fails to provide the Services selected and contracted for under this Agreement, Bell Atlantic shall pay Carrier for Carrier's direct damages resulting from such failure, up to an amount not to exceed the charges payable under this Agreement for the Services affected.

6.3 Discontinuance by Carrier

a) If Carrier terminates this Agreement prior to the Cutover Date, Carrier shall pay Bell Atlantic the sum of twenty-five thousand dollars (\$25,000) per discontinued service for each affected LATA.

b) In the event that Carrier discontinues using Services, either in part or in whole, prior to expiration of the then current term and such discontinuance is not due to Bell Atlantic's material failure to provide Services, Carrier shall pay Bell Atlantic an amount equal to the average monthly charges for the six-month period immediately preceding the discontinuance multiplied by the number of months remaining in the then-current term. If Services have been provided for a period of less than six months, Carrier shall pay the charges for the month with the highest usage multiplied by the number of months remaining in the then-current term.

6.4 Other Remedies THE EXTENT OF LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED AS DESCRIBED IN SECTIONS 6.1, 6.2 AND 6.3 ABOVE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OTHER LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER RECOVERY IS SOUGHT IN TORT, CONTRACT, OR OTHERWISE, EVEN IF EITHER PARTY HAD NOTICE OF SUCH DAMAGES.

7. CONFIDENTIAL INFORMATION

7.1 Confidentiality The parties agree that all confidential and proprietary information that is marked as specified in Section 7.2 and that is disclosed by either party to the other party for the purposes of this Agreement, including rates and terms, shall be treated as confidential unless (a) such information was previously or becomes known to the receiving party free of any obligation to keep it confidential, (b) has been or is subsequently made public by the disclosing party, or (c) is required to be disclosed by law. The receiving party shall not, except in the performance of the Services under this Agreement or with the express prior written consent of the other party, disclose or permit access to any confidential information to any other parties. The parties agree to advise their respective employees, agents, and representatives to take such action as may be advisable to preserve and protect the confidentiality of such information.

7.2 Marking of Confidential Information All information the disclosing party considers proprietary or confidential, if in writing or other tangible form, shall be conspicuously labeled or marked as "Proprietary" and/or "Confidential" and, if oral, shall be identified as proprietary at the time of disclosure and promptly confirmed in writing. Either party shall have the right to correct any inadvertent failure to designate information as proprietary by written notification within ten (10) days following disclosure.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractors Bell Atlantic and Carrier shall be independent contractors under this Agreement, and all services under this Agreement shall be performed by Bell Atlantic as an independent contractor and not as an agent of Carrier.

8.2 Responsibility for Employees and Agents All persons furnished by Bell Atlantic shall be considered solely Bell Atlantic's employees or agents, and Bell Atlantic shall be responsible for compliance with all laws, rules, and regulations relating to such persons including, but not limited to, hours of labor, working conditions, workers' compensation, payment of wages, benefits, unemployment, social security and other payroll taxes. Each party's employees and agents, while on premises of the other, shall comply with all rules and regulations, including any applicable security procedures and safeguarding of confidential data.

9. GENERAL CONDITIONS

9.1 Assignment Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement, without such consent, to its parent, affiliate or subsidiary, provided that the assignee has the resources, legal authority, and ability to perform all terms of this Agreement. Thirty (30) days advance notice of such assignment shall be provided to the other party.

9.2 Choice of Law The validity, construction and performance of this Agreement shall be governed by the laws of the State of Delaware.

9.3 Compliance with Laws Each party shall comply with all applicable federal, state, county and local laws, ordinances, regulation, rules and codes in the performance of this Agreement. Neither party shall be liable to the other for termination of this Agreement or any services to be provided hereunder necessitated by compliance with any law, rule, regulation or court order of a duly authorized governmental body.

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9.4 Contingency Neither party shall be held responsible or liable to the other for any delay or failure in performance caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, act of God or by the public enemy, or other causes beyond the control of Carrier or Bell Atlantic. If such a contingency occurs, the party injured by the other's inability to perform may either: a) terminate the affected services or part thereof not already rendered; or b) suspend the affected services or part thereof for the duration of the delaying cause and resume performance once the delaying causes cease.

9.5 Licenses No licenses, expressed or implied, under any patents, copyrights, trademarks or other intellectual property rights are granted by Bell Atlantic to Carrier under this Agreement.

9.6 Notices Except as otherwise specified in this Agreement, any notice required or permitted under this Agreement shall be in writing and shall be given to the other party at the address designated below by hand delivery, registered return-receipt requested mail, or nationally recognized courier service:

For Bell Atlantic: _____

For Carrier: _____

The above addresses may be changed by giving thirty (30) calendar days prior written notice as prescribed above. Notice shall be deemed to have been given or made on the date of delivery if received by hand, or express courier, and three days after delivery to the U.S. Postal Service, if mailed.

9.7 Publicity Bell Atlantic and Carrier agree not to publish any advertising, sales promotions, or press releases that promote or otherwise relate to the services provided under this Agreement and include the other party's name, logos, trademarks, or service marks, unless it obtains the other party's prior written consent, except that either party may disclose the fact that Bell Atlantic provides directory assistance and/or operator services to Carrier without such prior review or approval.

9.8 Severability If any provision of this Agreement or the application of any provision shall be held by a tribunal of competent jurisdiction to be contrary to law or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

9.9 Survival All obligations hereunder, incurred by either Bell Atlantic or Carrier prior to the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination or expiration.

9.10 Captions and Section Headings The captions and section headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

9.11 Duplicate Originals This Agreement may be executed separately by the parties in one or more counterparts. Each duplicate executed shall be deemed an original, and all together shall constitute one and the same document.

9.12 Entire Agreement The terms and conditions of this Agreement, including the Appendices attached to this Agreement, constitute the entire Agreement between Bell Atlantic and Carrier relating to the subject matter of this Agreement, and supersede any and all prior or contemporaneous understandings, promises or representations, whether

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written or oral, between the parties relating to the subject matter of this Agreement. Any waiver, modification or amendment of any provision of this Agreement, or of any right or remedy hereunder, shall not be effective unless made in writing and signed by both parties.

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IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement is the date first written above, and each party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

FOR BELL ATLANTIC -
_____, **INC.**

FOR CARRIER

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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APPENDIX B

INTRALATA OPERATOR SERVICES CALL TYPES

IntraLATA Operator Services may include the following:

- a. Calling Card
 - (i) *Live*: Bell Atlantic operator keys the calling card number and call details into the system, secures validation, and releases the call to the network.
 - (ii) *Automated*: Caller keys the calling number and call details in response to automated prompts. Bell Atlantic secures validation and releases the call to the network.
- b. Collect
 - (i) *Live*: Bell Atlantic operator obtains the calling party's name, keys the call details if necessary, announces the call to the called party, waits for acceptance, and releases the call to the network.
 - (ii) *Automated*: Caller provides name and call details. Bell Atlantic's automated system obtains called party's consent and releases the call to the network.
- c. Billed To A Third Party
 - (i) *Live*: Bell Atlantic operator requests the calling party's name, keys the call details if necessary, calls the third party to verify acceptance of billing, and upon acceptance, releases the call to the network.
 - (ii) *Automated*: Caller provides name, call details, and billing number. Bell Atlantic's automated system verifies billed number and releases the call to the network.
- d. Person-to-Person

Bell Atlantic operator requests the person or department the calling party has specified, ensures the appropriate party has been reached (person or department), and releases the call to the network.
- e. Miscellaneous Call Assistance (Live)
 - (i) 0- Calls: Bell Atlantic operator provides caller with dialing instructions or assistance, transfers emergency calls, or refers questions to the business office or repair service.
 - (ii) Dialing Assistance & Intervention: Bell Atlantic operator dials a number for a caller who is unwilling to dial directly or is encountering trouble (such as wrong number, poor transmission, or cutoff), and who requests a credit or reconnection.
 - (iii) Time and Charges: Bell Atlantic operator provides caller with time and charges at the end of conversation, if requested.
 - (iv) Individuals with Disabilities: Bell Atlantic operator assists a caller requiring dialing assistance due to a disability.
- f. Busy-Line Verification

Bell Atlantic operator determines if the number specified by the Customer is in use, idle, or out of order. Appropriate facilities and equipment may be required from the Carrier to enable verification of Carrier's lines.
- g. Customer-Requested Interrupt

At the caller's request, Bell Atlantic operator interrupts conversation in progress on a line that is in use, as verified through Busy-Line Verification.

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h. Operator Number Identification (ONI) Requests

Bell Atlantic operator requests the calling telephone number, keys the number into the system for identification, and releases the call for processing.

i. Automated Coin Toll Service (ACTS)

Bell Atlantic will provide automated messages for intraLATA toll calls that originate from coin phones. The messages will prompt callers for the correct change and record the change upon deposit. If a caller fails to deposit the correct amount within the time threshold (set by Bell Atlantic), the call will default to a live operator.

j. Validation Services

Bell Atlantic will launch queries for the validation of all calling card calls, collect calls, and billed-to-third number calls to a Line Information Data Base (LIDB). The validation costs for queries of LIDB may be separate from the individual call rates. Bell Atlantic will also launch queries for validations to another company's LIDB if that company has a card honoring agreement with Bell Atlantic.

APPENDIX C

REQUIRED INFORMATION

Carrier shall furnish Bell Atlantic all information required by Bell Atlantic to establish and maintain the Services to be provided to Carrier, including a completed Technical Questionnaire. Such required information includes, but is not limited to, the following:

1. Central office exchange names
2. Usage forecasts
3. Local central office characteristics
4. Trunking arrangements and trunk group types
5. Emergency reporting system and procedures
6. Business office information
7. Repair service information
8. Name and address request information
9. Tariffs and rate information
10. Customer dialing capabilities
11. Access to EMR records
12. Desired branding announcement (if applicable)
13. Carrier's estimated start date of Services
14. Trunking and translations information

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APPENDIX D

OPTIONAL SERVICE SELECTION FORM

SERVICE	MINIMUM SERVICE PERIOD	CHARGE	SERVICE SELECTION
Directory Assistance Call Completion	12 months	\$.27/call	Yes <input type="checkbox"/> No <input type="checkbox"/>